

REPORT,

OF THE

Committee on Penitentiary

TO THE

THIRTY-SECOND GENERAL ASSEMBLY.

JEFFERSON CITY:

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1883.

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M.C.C.
P.O.

SENATE CHAMBER, }
March 16, 1883. }

Presented by the Committee on Penitentiary, March 16, 1883. Ordered that 1,000 copies with the testimony be printed for the use of the General Assembly, and that 1,000 copies of the report, without the testimony, be printed with the appendix.

F. C. NESBIT, Secretary Senate.

REPORT.

1883
Mo. St. Hist. Soc. 50

MR. PRESIDENT: Your Committee on Penitentiary respectfully ask leave to present the following report: Previous to the meeting of the General Assembly, grave charges of mismanagement had been made publicly against the managers of the Penitentiary, and the newspapers had for some time been full of sensational articles relating to the investigation which had been made by the Board of Inspectors in August, 1882. When the committee perfected an organization, in order to ascertain if the matters were of sufficient importance and seemed to have a sufficient foundation in fact to demand an investigation, they directed a letter to the Inspectors, requesting that the testimony taken in that investigation be placed in their hands, which request was promptly complied with. The testimony was read by the committee and was of such a character that they deemed a rigid investigation necessary, and to that end asked and were granted power by the Senate to send for persons and papers. In reference to this matter, the following letter was received from Gov. Crittenden:

STATE OF MISSOURI, EXECUTIVE DEPARTMENT. }
CITY OF JEFFERSON, Jan. 18, 1883. }

HON. JAMES MCGRATH, *Chairman Senate Committee on Penitentiary*:

SIR: I enclose you herewith a copy of a letter addressed by me to Hon. Henry Lander, Chairman of the Penitentiary Committee in the House of Representatives, on the 12th day of January, inst. I respectfully ask your committee to make such an examination of the management of that institution as I have asked of the House committee. If the Penitentiary has been injudiciously or wrongly managed, it should be known: if, upon the other hand, it has been judiciously and properly managed, the Warden should have his meed of praise.

Very respectfully,

THOS. T. CRITTENDEN.

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The letter enclosed was as follows :

STATE OF MISSOURI, EXECUTIVE DEPARTMENT, }
CITY OF JEFFERSON, Jan. 12. 1883. }

HON. HARRY LANDER, *Chairman Penitentiary Committee* :

SIR: I enclose you herewith the testimony taken by the Board of Inspectors of the Penitentiary. It was sent to me by the Board, and I have held it until a Committee on Penitentiary should be appointed by the Speaker of your honorable body, with the view of delivering it to that committee. If compatible with the views of the committee, I suggest that a thorough examination be made of the financial and physical management of that institution, without fear or favor, and that such a report be made to the Legislature as the wisdom of the committee may suggest.

Very respectfully,

THOS. T. CRITTENDEN.

The penitentiary is under the direction of a Board of Inspectors and the Warden, the Board being composed of the State Treasurer, the State Auditor and the Attorney-General, and their powers and duties are established by law. We find that the Board of Inspectors have not maintained that control over the management and discipline of the Penitentiary which the law imposes upon them as a duty. While their testimony shows that they made monthly visits to the Penitentiary, with possibly a few exceptions, and sometimes oftener than once a month, they failed to keep a record of all such meetings and visits as is required by law. Up to August, 1882, they made no examination of the invoices of goods bought, or into any of the financial transactions of the Penitentiary, further than as such were shown in the monthly statements and balance sheets of the Warden. Here, in the opinion of your committee, rests primarily the foundation of the charges against the management of the Penitentiary. We feel constrained to say that had the Inspectors properly performed their duties, as required by law, none of the abuses charged, or hereinafter mentioned, could have existed without their knowledge.

The Warden, by virtue of his position, has the charge and custody of the Penitentiary prison, with the buildings, stock, provisions, and every other description of property pertaining thereto, belonging to the State, and it is provided by section 6511 of the Revised Statutes that he shall not sell or give to any of the officers or employes of the prison any fuel, forage or provisions under his charge, nor permit such things to be taken or used except for the use and benefit of the State. We find that the Warden has violated some of the provisions of this section, having in a number of instances sold forage and fuel to officers and employes.

It also appears from the testimony that from eight to twelve horses belonging to the officers and employes of the prison were kept at the Penitentiary stables, part of them at the expense of the State. While the evidence shows that those last mentioned were used in doing the work of the State, it is unauthorized by law and the committee considers it an abuse. The Inspectors in October, 1882, adopted a resolution prohibiting the keeping of any horses, other than those belonging to the State, at the Penitentiary stables, and so far as we can learn this has been strictly enforced.

For a number of years the State has been leasing a farm in Callaway county, opposite the Penitentiary, and there raising potatoes, cabbage and other vegetables for the Penitentiary. This has proved quite an advantage to the State, financially, as they could be raised for much less than they would cost in open market.

In this connection the committee desires to state that it has examined into the charges made that convicts and teams from this farm were used in cultivating a farm in that vicinity belonging to or leased by a brother of the Warden, and find them to be without foundation in fact.

It will be seen from the testimony that a barber shop is in operation in the second story of the round house, which is patronized by the officers, guards and employes of the Penitentiary and some of the contractors and their employes. Up to the time of the Inspectors' investigation, the testimony shows that this shop was under the charge of R. D. Willis and that three able-bodied convicts were employed there. Some of the patrons of the shop paid for the work they had done, the shop yielding, according to the testimony, from \$10 to \$15 per month, out of which the expenses were paid. The profits of the shop, since January 1, 1881, and which were retained by R. D. Willis, amounts, according to his testimony, to about \$125. It has been a custom for many years to keep a barber shop here, the profits of which were retained by the party having control of it, but the committee does not sanction the custom. The labor of these three convicts is worth, at the regular contract price of forty cents a day, \$360 a year. The committee is of the opinion that if the officers and employes desire a shop there, they should employ the convicts, as do the contractors, and not have this work done at the expense of the State. The Inspectors adopted a resolution in October, 1882, requiring an account of the receipts and expenditures of this shop to be kept, the balance, after paying all expenses, to be paid into the State Treasury, and it is now managed as required therein.

We find that, while the law requires that no purchase of supplies in excess of \$500 shall be made by the Warden without authority from the Board of Inspectors, such purchases have been repeatedly made. While we regard such purchases as a technical violation of the law, yet in our opinion they have inured to the benefit of the State.

It was charged on the streets and elsewhere that the Warden received rebates from the parties of whom he purchased supplies, and the charge seemed to have some foundation in fact from the testimony of Wm. Myers. The committee deemed this matter of so much importance that they decided to examine the parties with whom the Warden had dealings, to ascertain the correctness of falsity of the charge, and to that end visited St. Louis, where his purchases, in the main, were made. In investigating this matter, the most prominent business men of St. Louis were brought before the committee and testimony was never more unanimous, all stating most emphatically that they had never paid or given to the Warden or any member of his family or anyone in his employ, directly or indirectly, any rebate or money or article of value of any kind or description in consideration of his making purchases of them. Further than this, they all stated that the Warden was a careful and prudent buyer, well posted in all lines of goods, and always securing the lowest prices when purchasing. This testimony is corroborated by the merchants of this city, of whom the Warden has made purchases.

There has been considerable comment regarding the removal of United States prisoners from this Penitentiary to that at Chester, Ill. We find that but one prisoner, M. E. Rodgers, was removed, his removal having been requested by himself and his friends, and the cause thereof being that he had been whipped for what is entered on the prison records as "fastidiousness in dining room, etc." The punishment was inflicted October 1, 1880, and the extent thereof was three stripes. The correspondence of the Warden with Hon. Brewster Cameron of the Department of Justice at Washington, D. C., which appears in the Warden's testimony, fully explains this matter.

The committee finds that the convicts who have worked on Sunday did so voluntarily, for which they were paid by the contractors and the amount retained by them and that no convict has been forced to work against his will on Sunday. The only work done on Sunday was that of cleaning machinery and rubbing down seams in the saddle tree shop. It was necessary that this last labor should be performed on Sunday or the convicts in this shop were unemployed on Saturday. While opposed to compelling convicts to work on Sunday, the committee believe that the contractors should not be denied a sufficient number of volunteers to clean up their machinery and to do any other work that may be absolutely necessary on that day.

In January, 1881, the Warden, by direction of the Inspectors, advertised for bids for supplying beef for the Penitentiary, the beef to be delivered on hoof at the prison, to be what is known as "butcher's beef" and net 50 per cent. When the bids were opened on February 8, 1881, it was found that there were three bidders—John W. Gordon of Cole, Newton & Son of Sedalia, and Waddy Thompson of Warrensburg, and the former being the

lowest bidder, the contract was awarded to him. The testimony shows that there was a collusion between these bidders and the committee believe that each knew what the other was to bid and had agreed that Gordon was to be the lowest bidder. In consideration of this, Gordon permitted Newton & Son to furnish what is known as "cut" meat on his contract, and paid Thompson the sum of either \$500 or \$600, Newton & Son, who held the contract for supplying beef prior to January 1, 1881, were at that time supplying from 150 to 200 pounds of cut meat per day to the Penitentiary and continued to do so under Gordon's contracts until in September, 1881, when they were notified by the Warden that no more would be received. A short time prior to this, Hon. Phil. E. Chappell, one of the Inspectors, discovered that this cut meat was being received and spoke to the Warden regarding it, advising him to receive no more of it, which advice the Warden promised to follow. However, this cut meat was received for some time after from Newton & Son of Sedalia, after this conversation, before it was stopped. For two months, November and December, 1881, from 150 to 200 pounds of cut meat was received daily from St. Louis, being shipped by the commission house of Gates & Co., on the order of Waddy Thompson. No cut meat was received after this time. Considerable of this meat, both of that from Sedalia and from St. Louis, was tainted and spoiled when it reached the Penitentiary and was thrown away. The price paid for this meat was from one to one and a quarter cents a pound less than the net price paid for the beef delivered at the Penitentiary on hoof. The testimony shows that none of the meat which was spoiled was paid for by the State. The committee failed to find that the Warden was in any way interested in the beef contracts, or that he knew at the time of letting the contracts that there had been a combination between the bidders—Gordon, Thompson and Newton & Son. The committee unqualifiedly disapprove of these transactions. By direction of the Inspectors, the Warden had advertised for proposals to furnish all the beef required at the prison and the contracts therefor were approved by the Inspectors, and the committee deem it a violation of his duties for him to purchase beef from any other source or of any other kind than under the contract. While the Warden had unlimited control of the purchase of all supplies except this one item, the Inspectors sought to regulate this, and in our judgment, he had no right to make outside purchases to the extent which he did without their knowledge and consent.

We find the Penitentiary in a clean, wholesome condition, well policed, and managed to the interest of the State. It is not self-supporting, but pays all expenses except that of the officers. With added facilities and new buildings about to be erected, it is to be hoped that a better price for the labor can be obtained, and the convicts be made not only to feed themselves but to pay all the expenses of guards, etc.

The Penitentiary discipline is under the direct control of the Warden and his deputy. As regards the punishment inflicted for violations of the rules, in some cases it may seem severe, but when we take into consideration the fact that the convicts imprisoned are bad, vicious men, confined for crime, and, as a punishment for crime of all grades, condemned to hard labor, all will admit that among them strict discipline must be enforced and the means and authority for punishment conferred upon the Warden must be adequate to this end. We feel a delicacy in making a recommendation in this regard, especially to satisfy the whims of impractical philanthropists, who would have the convicts treated as distinguished guests of the State, but prefer rather to leave the matter to the judgment of those who have charge of the Penitentiary, trusting to their experience, wisdom and humanity.

The testimony shows that convict labor is employed at the Executive Mansion, without compensation to the State, in attending to the grounds, furnaces and the stables. This is unauthorized by law, being prohibited since the Revised Statutes of 1879, went into effect.

In conclusion, your committee desire to state that they have made a thorough and impartial investigation of every charge made against the Penitentiary and have omitted no line of enquiry suggested by the charges in the public press, assertions on the streets or the investigation made by the Board of Inspectors, and find nothing worthy of mention in this report except as hereinbefore set out, and that, in no instance has there been any evidence of corruption or peculation. We submit herewith all the testimony taken by us for the information of the Senate, to which we refer for fuller details.

JAMES McGRATH, Chairman.

WM. G. DOWNING.

T. J. O. MORRISON.

E. M. EDWARDS.

JNO. H. BRITTS.

TESTIMONY.

JOHN WALKER, State Auditor and ex-officio member of the Board of Inspectors of the Penitentiary, being duly sworn, testifies as follows: "I became Inspector of the Penitentiary, January 10, 1881; the Inspectors received, according to law, a statement of the Warden of the Penitentiary, giving the receipts and expenditures usually made on the 10th of each month, together with pay roll of officers and employes; if the Board is not in session on that day, the Warden hands them in and I lay them before the Board at the next meeting thereafter; the Warden usually, on that day, presents his requisition for amount of money to cover expenditures for the month next before; if not in session on that day, they are laid before the Inspectors; in every case the pay roll has been approved by the Inspectors, upon which warrants have been issued for the amount named in the pay roll; the accounts above are balances; these are carefully examined by the Board at the time or at the first meeting thereafter, and if found correct are approved; the Warden, by law, is not required to give the Inspectors a full statement of receipts and expenditures, but merely the balances each month. All other matters of business not contained in these statements are contained in the Warden's books, to which the Inspectors at all times had access; at the time of our investigation, everything on these books were properly kept, very neat, indeed: we called off every item, every bill of purchase, and found them properly distributed to the various accounts to which they belonged; the books did not show any irregularities whatever; the bills of purchase were correct as far as we could ascertain; we have only gone through the books one time, which was in September and October, 1882. Chappell and myself made this examination of the books; Gen. McIntyre, the other Inspector, was not with us in this examination; we were in the examination some three or four weeks, off and on; we made it thorough, embracing general accounts, merchandise, and everything pertaining to that institution; in our examination of the accounts of the institution, we did not find any irregularities on the books of the Warden; about the first of April, 1881, we asked the Warden for a financial statement

of the condition of the institution, which he made, showing an indebtedness of institution of about \$30,000, with available assets of about \$15,000, which would leave a real indebtedness of about \$15,000, the result from losses by fire and drought; we had the subject up and discussed it pretty freely; we all agreed, that is, all the Inspectors and Warden, to divert a part of the appropriations made for special purposes to repair damages done by the fire; we thought better to do this than to call the Legislature together for this purpose; but when the Legislature was called together for some other purpose than this, we differed then as to the propriety of bringing the matter before the Legislature, and a majority decided not to do so, which vote was determined on the following resolution, offered by myself:

“*Resolved*, That we ask the Governor to make known to the General Assembly, now in session, the condition of the Penitentiary and to ask for an appropriation of \$14,000 for maintenance and \$15,000 for dining room and chapel, and to finish other improvements already commenced.”

This was rejected; Chappell and McIntyre voting no and Walker voting yes; the Governor and the Warden opposed the resolution.

We have carried about the same indebtedness, that is about \$14,000, up to the end of the year; all of which indebtedness resulted from the fire and purchases made to repair losses and damages occasioned by the fire, such as the weaving machine and lot of ground which the brick yard is on, etc.

When we took charge of the institution in January, 1881, it was entirely out of debt, and an amount of earnings of \$20,000 in the Treasury, which was out of the earnings. This we have not used and cannot use because it has not been appropriated.

In the investigation by the Inspectors, we further found that there was a number of horses in the stables; on the 5th of May I saw in the Penitentiary stables 17 horses that I recognized did not belong to the State; on the 6th of May the Secretary was authorized to address a letter to the Warden, inquiring as to whether there were such horses there or not, and to whom they belonged; we received an answer, which is now on file here.

(Here the letter marked exhibit “A” was produced.)

This resulted in the passage of several resolutions, one of which was that so much of the contract with Mr. Todd as relates to the care and feed of one horse as part of his salary, be rescinded, and his salary increased to \$1,200. These horses were kept at the stables. In fixing the salary of various officers, Mr. Todd offered to take \$100 per annum less and have the privilege of keeping one horse at the stables. But when we made this investigation we found he was abusing the privilege of keeping one horse, and had seven in the stables—five in one stable and two in the other. I went down myself on the 5th of May and made these discoveries, and this led to the inquiry and letter of the 6th. On my visit I found seventeen horses

in the stables altogether. These stables are all under control of the Warden. I don't know how long these horses had been kept there. I think the Warden had two or three horses there, Peter Willis one, Dr. Winston, (physician of the Penitentiary), one, Captain Todd seven; the lame horse belonged to Gov. Crittenden.

A further resolution was adopted directing the Warden to purchase a horse for the use and benefit of the wagon-master; and also one horse to use in addition to the one now owned by the State, to be used for general purposes as saddle or light harness horses.

We also called the Warden's attention to Section 6511, and requesting and directing that no other animals be kept in the State stables, except those belong to the State. "Other animals," as here used, referred to cows. This order was not intended to prevent the prison physician and contractors from having their horses and vehicles put in the stables for shelter during the day.

I don't know whether the State owned any cows at that time or not. I didn't see any there. I didn't go to the cow-sheds at all.

I have no memoranda that will show that we directed a letter to the Warden asking whether the horses were kept at the States's expense or not, but we did direct such a letter, and in reply received the letter marked "Exhibit B."

We had a common or pasture connected with the Penitentiary, which contained some twenty or thirty acres, and was used as a grazing ground. I don't know that it was used except for the State. This pasture did not belong to the State, but was leased. After having disposed of the State cows, the lease expired, and we passed a resolution ordering the pasture disconnected from the stables belonging to the State, by closing the gates and passages between. This resolution was passed August 8th, 1882.

The Warden was authorized to advertise for bids for the beef contract in January, 1881. I have not a copy of that advertisement. It required the qualities to be what we call "50 per cent. beef," to be delivered "on hoof," to the Warden, in amounts as he might direct from time to time." The contract required all the beef to be delivered on hoof, and no other kind of beef was contemplated, nor advertised, nor contracted for, except that named and contracted for at these lettings. I have seen the contract, but have not a copy of the contract or advertisement. "Fifty per cent. beef" is extra good beef on foot. This matter is determined by weighing the animal live and getting the gross weight before butchering; then butchering and hanging the quarters up for a few hours until they dry or quit running; then weigh the net beef. If the difference between the net and gross weight is 50 to the 100, it is "50 per cent beef," and the difference in quality is the difference above and below 50 per cent. We bring the animals in and

butcher them, hanging the meat up after this manner, and then weigh the meat; then we double the net weight and call it the gross weight, and pay accordingly.

This contract was awarded on the 8th of February, 1881, to John W. Gordon for six months, ending July 1, 1881, at \$3.62½ per hundred pounds. Before the expiration of six months, the Warden advertised for other bids, so that the contract could be let at the end of the six months. This contract was let to the same party, Mr. Gordon, for six months, at \$3.80.

The next contract was awarded to the same party for twelve months.

There were two lettings between July, 1881, and January, 1883. From the 8th of February, 1881, to December 31, 1882, Gordon held the contracts continuously, and supplied all the beef for that time.

In the investigation we speak of, we discovered no irregularities in the contract for beef, and I have heard no complaint on the part of the Warden, Inspectors or others during the entire term that the beef was not good.

Question by Mr. Downing: Upon your investigation that you speak of, did you ascertain that any beef had been furnished otherwise than according to contract?

Mr. Walker: We did.

Mr. Downing: Please state in what respect.

Mr. Walker: I will refer to a class of meat called cut meat; I did not see any of this meat; I understand "cut meat" to be that class of meat left in the butcher shop after the day's sales have been made and the choice pieces disposed of: they range in weight from a few pounds to ten, to fifty and sometimes to 150 pounds; this would be the refuse meats, shank, neck and bony pieces, or any part of the meat left, sometimes a whole quarter.

Mr. Downing: What years was that meat sent in?

Mr. Walker: Three hundred and nineteen days in the year 1881.

Mr. Downing: About what amount of cut beef was received in that time?

Mr. Walker: About 60,000 pounds.

Mr. Downing: Do you know who furnished this meat?

Mr. Walker: Our understanding is that Waddy Thompson furnished it, and that he secured it from the shop of Newton & Son, butchers, at Sedalia.

Mr. Downing: Do you know of any coming from any other place or source?

Mr. Walker: Yes, sir.

Mr. Downing: Where from?

Mr. Walker: 13,000 or 14,000 pounds of this came from St. Louis, in the latter part of the year.

Mr. Downing: Do you know who shipped it?

Mr. Walker: Waddy Thompson.

Mr. Downing: To whom was it shipped here?

Mr. Walker: To the Warden; I don't know certain, but I understand so.

Mr. Downing: From whom did you learn this?

Mr. Walker: From the Warden.

Mr. Downing: Did the State ever make a contract with Waddy Thompson?

Mr. Walker: Not within our administration.

Mr. Downing: When did you first ascertain that any meat was coming from Waddy Thompson?

Mr. Walker: The first I knew was in the month of August, 1882.

Mr. Downing: When you first learned this fact, what did you do?

Mr. Walker: I made inquiries into the fact.

Mr. Downing: Of whom?

Mr. Walker: I hardly know how many, but neither of the Inspectors or Warden; I first inquired of the convicts and got some information from them; those whose time dated from prior to 1881, spoke of the bad hash during that year, while those who had come in since that time said it was good; on the occasion when we (the Inspectors) were taking our regular round, which was about monthly, we invited the Warden to go with us to Commissary Willis' department, and he did so: we found Peter Willis (a brother of the Warden's) in charge of the establishment; we made inquiries into the manner of keeping the books, requisitions, and the entries for the same; we then asked him how the supplies came into his hands and how he receipted for the same, and among other questions, how the beef came in; he said the beef was butchered and hung upon the hooks and dried sufficiently and then brought into his establishment and weighed; as a rule no one witnessed the weighing except himself and Gordon, the contractor; the net weight was doubled and then entered as the gross weight, by which it was to be paid for; I then inquired of Peter if any of this cut meat came in there; he said no; I asked him if there had not been a cask of cut meat received during that administration and he answered, no; I then called his attention to the 28th of August, 1881, as the date of receipt for a cask and asked him to refer to his books and ascertain the truth of it; he made reference and came to the conclusion it did; I don't know whether he found it on the books or not, but after looking for some time he said it did; I asked him if there were not two casks, and he said he was under the impression that there were not; I insisted that there was and he finally agreed that there were two—one received the next day; I then asked is he had not received ten such casks and he said perhaps they had; I asked if he wouldn't make it twenty; he said not unless I described the meat further; he didn't know what meat I referred to and I had better ask James (meaning the Warden); he said he thought the Inspectors ought to know all about that without asking him; we then pressed

it to a greater number of barrels, first one and then another, and he gave no definite answer, but said we would have to describe it further, all the meat received was credited up to Gordon, but if I meant the Thompson meat he would know more about it. This was the first time I knew that Thompson had anything to do with it; I then asked the Warden what Thompson had to do with it: the Warden was present during this conversation and heard all of it; he said, nothing whatever; that all the meat received was credited up to Gordon, meaning that Thompson had nothing to do with it. The Warden did not say anything while we were questioning Peter Willis; we adjourned at this time and when we assembled at the Warden's department the Warden told us the amount of cut meat that had been received, which was 57,907 pounds, during our administration, that is, from January 10, 1881, to that date.

Mr. Downing: What explanation did the Warden give of this?

Mr. Walker: He gave a full account of how it came about; his explanation was that while several hundred convicts were working at the Montserrat coal mines, they engaged that kind of meat of Newton & Sons of Sedalia, to feed the men at the mines; after the convicts were removed from that place to the Penitentiary, they asked to be allowed to furnish a part of that kind of meat, and he consented to it; with this transfer of men and meat, Thompson's name came in; about the time of the letting of the contract the permission was given the new contractor, Gordon, to put in from 150 to 250 pounds or thereabouts, daily, of this cut meat; we asked Mr. Willis what price he agreed to pay for this cut meat and he answered "one cent less than he paid for the contract meat," because in butchering they had the hide and tallow, which was counted worth one cent a pound net; that is to say that if a beef nets 500 pounds, the hide and tallow would be worth \$5.00.

Mr. Britts: Was this meat charged to the State at 5 cents a pound?"

Mr. Walker: No, at 6 cents; we were paying Gordon 7; it was charged to the State at the price he paid, the State getting the benefit of the reduction; we made inquiries of a number of parties regarding this meat, among them Deputy Warden Bradbury, Mr. Lewis (the cook) and Mr. Gordon (the beef contractor), which evidence has been furnished you and is marked "Exhibit C."

While we were in the investigation and Warden Willis was being examined, Mr. Chappell called the attention of the Inspectors and the Warden to the fact that on a certain day in September, 1881, he, Chappell, had noticed the class of meat that was being received and remonstrated with the Warden about it and the Warden promised him that no more should be received.

Mr. Downing: When did Mr. Chappell first speak to you about this information?

Mr. Walker: The day we made the examination of Peter Willis in the Commissary Department, the time above referred to, in August, 1882.

Mr. Downing: Did Mr. Chappell make any statement to you on that day as to why he had not spoken of this before?

Mr. Walker: Yes; he said he thought he had made satisfactory arrangements for stopping it.

Mr. Downing: What statement did Mr. Chappell make to you that day as to the quality of the meat spoken of.

Mr. Walker: He said it was not good; I don't think he discussed the quality of the meat far.

Mr. Downing: Did he state how much of this he had seen?

Mr. Walker: I understood him one package.

Mr. Downing: How did you learn that after Mr. Chappell discovered this, the meat stopped coming from Sedalia?

Mr. Walker: From the parties—the Warden, Peter Willis, Gordon and Lewis (the cook.)

Mr. Downing: About what time did you say that cut meat stopped coming from Sedalia?

Mr. Walker: About September 10, 1881.

Mr. Downing: You say Chappell's conversation with the Warden was in September?

Mr. Walker: Yes.

Mr. Downing: Do you know when they commenced getting cut beef in St. Louis?

Mr. Walker: The last of October or the first of November of the same year.

Mr. Downing: How did you ascertain this fact?

Mr. Walker: From the Warden; he said the meat arrived here without warning; when he was notified that it was on the depot he went to the depot and found that it came from St. Louis and was sent by Waddy Thompson through Mr. Gates.

Mr. Downing: What do you consider this quality of cut meat worth?

Mr. Walker: About two cents a pound net.

Mr. Downing: What relation is Peter Willis to the Warden?

Mr. Walker: A brother; the Willis on the farm is also a brother.

Mr. Downing: Do you know of anything else in relation to the cut meat business that we should know?

Mr. Walker: I can't think of anything except what is covered by the evidence.

Mr. Downing: Was Gen. McIntyre present at these various conversations in relation to the cut meat?

Mr. Walker: Yes; he was present when we examined Peter Willis and all others pertaining to this subject.

Mr. McGrath: I understand you to say that the first you knew of this cut meat was through Mr. Chappell?

Mr. Walker. No, sir.

Mr. Downing: In your investigations there did you find any other irregularities except those spoken of?

Mr. Walker. We found irregularities about the barber shop.

Mr. Downing: Please state the nature of them.

Mr. Walker. There is a barber shop in the second story of the round house, where three men are kept, two as barbers and hairdressers and one as boot-black—all called barbers on the time table; on inquiry as to the amount of business done we were informed by Capt. Bradbury that there were about seventy to eighty men who had their work done there. You will find a full statement of that in the testimony of Ralph Willis, marked "Exhibit D."

Mr. Downing: Were these men kept at the expense of the State?

Mr. Walker: They were not hired to him as barbers or any other way.

Mr. Britts. Were they able bodied convicts?

Mr. Walker: They were.

Mr. Edwards: In that examination of Ralph Willis I notice he said their time was kept as barbers.

(Mr. Walker here showed time table and explained it.)

Mr. Britts: I see here on the time table that there are eight men noted as "round-gate and barbers," who work for the State. Do five of these act as barbers for the convicts and three for the officers?

Mr. Walker: Yes; three of the eight are those I refer to.

Mr. Downing: Which of these different barbershops shave the convicts?

Mr. Walker: There is no barber shop for the convicts; the barbers take their stool along with them into the shops and call the men from their work and fix them up; I consider they work for the State; these three barbers do no other services than as barbers in the shop referred to for the benefit of the men mentioned, and are under the care and direction of Ralph Willis.

Mr. Downing: Who received the proceeds of this shop under the control of Ralph Willis?

Mr. Walker: Ralph Willis.

Mr. Downing: Can you state how much this would amount to in a year?

Mr. Walker: I can't say exactly, but suppose it would amount to \$10 or \$12 a month; the labor of an able-bodied convict brings the State forty-five cents a day on contract.

Mr. Downing: When did you first learn that Ralph Willis received the proceeds of this shop?

Mr. Walker: During the investigation.

Mr. Downing: Does he receive the proceeds of it now?

Mr. Walker: He does not; the Inspectors passed a resolution that it should be run as it had been done and a correct account of the receipts and expenditures kept, and the balance, after paying expenses, turned over for the benefit of the State.

Mr. Downing: What official position does Ralph Willis hold in the Penitentiary?

Mr. Walker: He is chief clerk, by appointment.

Mr. McGrath: How appointed?

Mr. Walker: By the Warden, subject to the approval of the Inspectors.

Mr. Downing: What relation is Ralph Willis to the Warden?

Mr. Walker: He is a son of the Warden.

Mr. Downing: What are the duties of the Inspectors of the Penitentiary?

Mr. Walker: The Board of Inspectors have a general supervision over the affairs of the Penitentiary; to make suggestions to the Warden; to approve or disapprove the appointment of certain officers; to make suggestions as to police regulations, and to hold monthly meetings, keep a minute of the proceedings, receive the Warden's monthly report made on or before the 10th of each month of the receipts and expenditures, accompanied by the Warden's vouchers for expenditures, receive and approve the monthly pay-roll; to view the number of names presented by the Warden of convicts who got out for the months, and assess against those who have violated the rules their punishment; to approve the letting of contracts for beef and other supplies of any considerable amount; to receive from the Warden his report and transmit the same to the Legislature biennially, and to appoint a commission to appraise the property of the Penitentiary, and some others that I may not remember.

Mr. Downing: Please state briefly the duties of the Warden.

Mr. Walker: The Warden has direct control of the prison and prisoners under the general supervision of Inspectors; he divides the labors and attention among his subordinate officers and employes; it is his duty also to advertise for the letting of contracts for convict labor and to let the same subject to the approval of the Inspectors; to advertise and receive bids for beef and for other provisions of any considerable amount, say about \$500; and to enter into contract for the same by and with the consent of the Inspectors; to make out his monthly statement for the Inspectors of the receipts and disbursements, with the vouchers, to deposit receipts with the

Treasurer, to draw his requisition for warrants against the various appropriations and receive the warrants from the Auditor, present the warrants and receive the money for the same, which are in turn to be paid for the various purposes and account for the same; it is also his duty to confer with the Inspectors with regard to all matters pertaining to the institution; he can make contracts, independent of the Inspectors, for supplies to the value of less than \$500, but none to exceed that.

Mr. Downing: How often did you, as Inspectors, visit the Penitentiary and hold stated meetings?

Mr. Walker: We aimed to hold them once a month, but I think it occasionally happened that there was more time than a month between meetings.

Mr. Downing: Did you hold these meetings spoken of at the Penitentiary?

Mr. Walker: We did.

Mr. Downing: Have you a record of these meetings?

Mr. Walker: Not all of them; it oftentimes happened that we felt there was no special necessity for the meeting to pass a resolution or make an order and no minutes were made.

Mr. Downing: When did you hold your last regular meeting at the Penitentiary, prior to the 18th of August, 1882?

Mr. Walker: I cannot answer.

Mr. Downing: Did you hold a regular meeting at the Penitentiary between June, 1881, and August, 1882, such as is required by law?

Mr. Walker: Yes, sir, we did.

Mr. Downing: Have you a record of any such meeting?

Mr. Walker: There was no record made during that time.

Mr. Downing: Do you make a record of your monthly meetings or visits as required by law?

Mr. Walker: If there is business of much importance transacted, we do.

Mr. McGrath: What do you mean by business of "much importance?"

Mr. Walker: If it is to change an order or to approve or disapprove of anything that is going on I would call it of importance.

Mr. Downing: About what are the monthly receipts and expenditures of the Penitentiary?

Mr. Walker: It run from \$7,000 to \$8,000 and \$9,000 after the disposal of the broom factory; prior to that time it averaged about \$12,000.

Mr. Downing: Did you or not, between the time stated above, June, 1881, and August, 1882, at any of these stated meetings or visits, investigate the accounts of purchases, bills or invoices or sales on account of said Penitentiary.

Mr. Walker: I think we did not.

Mr. Downing: Were not these matters of importance?

Mr. Walker: They were.

Mr. Downing: Did you at any time within the dates above specified, at the Penitentiary, enquire into matters connected with the Government, discipline and police regulations of the Penitentiary?

Mr. Walker: I can't call to mind any occasion that we did.

Mr. Downing: Did you, within the time above specified, at any of your meetings at the Penitentiary, enquire as to the employment of the convicts at the Penitentiary?

Mr. Walker: We did not; the most of the talk about discipline and employment took place at our office.

Mr. Downing: Did you at any time within the dates specified, at any meeting at the Penitentiary, enquire into the money concerns and contracts for work?

Mr. Walker: We did not.

Mr. Downing: Did you at any meeting at the Penitentiary, enquire into or learn of any alleged misconduct of the Warden or any other officer, or employ of the Penitentiary?

Mr. Walker: We did not that I remember of.

Mr. Downing: Did you, as Inspectors, keep regular minutes of all your meetings, visits and proceedings while at the Penitentiary and sign the same?

Mr. Walker: No.

Mr. Downing: Did you keep any book at the Penitentiary for that purpose?

Mr. Walker: We did not; the minute book was kept at my office and was only at the Penitentiary three or four times within the two years.

Mr. Downing: Did you, within the time specified, make any enquiry at the meetings at the Penitentiary, with regard to the treatment of the prisoners, their food, or clothing?

Mr. Walker: The clothing question was discussed once at the Penitentiary, but the real transaction took place at our office.

Mr. Downing: How did you come to make an examination of these things after the 18th of August, 1882, and not before?

Mr. Walker: Not a great while before that, say in April, I thought everything was getting along nicely, and had the greatest confidence in the Warden's statement as to the business and management of the Penitentiary; the discussion of the police regulations and infliction of punishment, discipline, etc., usually occurred once a month at our office, and not at the Penitentiary, when we discussed nearly all of the matters asked for above as having taken place at the Penitentiary.

Mr. Downing: Did you keep any record of any such meetings as you have just spoken of.

Mr. Walker: We do not always enter all the proceedings on the minute book, but oftener enter the order on the list of prisoners furnished by the Warden, which is filed in our office as part of the records; the pay-roll is received, examined and endorsed and approved in the same manner and filed as part of the record, but is not always entered on the minutes; the statement of the receipts and expenditures is also received, approved and filed and the balances entered on the minute book each month.

Mr. Downing: Do you know, of your own knowledge, during your administration, of the Warden selling or giving to any of the officers or employes of the prison any fuel, forage, provisions or manufactured articles under his charge belonging to the State?

Mr. Walker: I do.

Mr. Downing: State what.

Mr. Walker: Corn, oats, hay, wood and coal.

Mr. Downing: In what quantities?

Mr. Walker: In small quantities, say wood by the cord or a few cords, and corn by the bushel or a few bushels.

Mr. Downing: To what employes or officers?

Mr. Walker: I don't know of any except a few cords of wood to St. Clair Miller and coal to Dulle.

Mr. Downing: From whom did you learn this?

Mr. Walker: From the Warden.

Mr. Downing: Were the proceeds of these sales placed to the credit of the State?

Mr. Walker: I think part of them were, but I can't say certainly as to the other part.

Mr. Downing: Were these sales made by the consent of the Board of Inspectors?

Mr. Walker: They were not.

Mr. Downing: Do you know of your own knowledge whether or not the Warden hired out any of the convicts, as domestics, to any person outside of the prison walls?

Mr. Walker: I do not.

Mr. Downing: Did you ever hear of such.

Mr. Walker: I have not.

Mr. Downing: Will you please state whether or not any of the United States prisoners have been taken from the Penitentiary, and, if so, the reasons therefor?

Mr. Walker: Some were removed; my recollection is that there was a difference of opinion as to what they should pay for the keeping of them, but I don't know that that was the reason.

Mr. McGrath: What property has the State bought or rented during your administration?

Mr. Walker: We have rented a farm, called the State farm.

Mr. McGrath: From whom did you rent it.

Mr. Walker: From Mr. Chappell.

Mr. McGrath: How long have you been renting it?

Mr. Walker: We have rented it for two years, 1881 and 1882.

Mr. McGrath: What rent do you pay for that farm?

Mr. Walker: Four dollars and a half an acre.

Mr. McGrath: How many acres are there?

Mr. Walker: One hundred and seventy or seventy-five.

Mr. McGrath: What use is made of that farm?

Mr. Walker: To raise vegetables, etc., for the Penitentiary.

Mr. McGrath: Is it known as the State farm?

Mr. Walker: Yes.

Mr. McGrath: Is it exempt from taxation?

Mr. Walker: No.

Mr. Downing: Was any of this farm used by Mr. Willis for private purposes.

Mr. Walker: None that I know of.

Mr. McGrath: Have you heard of any part being used.

Mr. Walker: I think not.

Mr. McGrath: What contracts have been made by the Warden with the approval of the Inspectors during your administration?

Mr. Walker: The beef contracts, the coal contract, the tanks on the Centennial Hall, the brick machine, the carding and weaving machine and others, all on record.

Mr. McGrath: How are the contracts for groceries made?

Mr. Walker: Within the general discretion of the Warden.

Mr. McGrath: Can the Warden employ and discharge men without the knowledge of the Inspectors?

Mr. Walker: Some of them he can, but not those whose appointment must be approved by the Inspectors.

Mr. McGrath: Is that part of the Inspectors' duty to examine the invoices of the goods purchased by the Warden for the use of the Penitentiary?

Mr. Walker: It is competent for the Inspectors to ask for them and examine them, but it is not necessarily their duty.

Mr. McGrath: How often have you made such an examination.

Mr. Walker: Only one time; we have examined every bill and purchase; this was during the examination in August 1882.

Mr. McGrath: What means did the Inspectors adopt at that time to ascertain the value of the goods?

Mr. Walker: We selected a number of bills out of the whole number and compared them with catalogues of prices, which we obtained from merchants here.

Mr. McGrath: What period of time did these purchases cover?

Mr. Walker: From the 10th of January, 1881, to August, 1882.

Mr. McGrath: How do you find those prices?

Mr. Walker: They corresponded well with those in the catalogues; the difference was so slight that we raised no question.

Mr. McGrath: Do you know of your own knowledge of the Warden having received a consideration for the purchase of any goods for the Penitentiary?

Mr. Walker: I have not.

Mr. McGrath: Have you heard of any such consideration having been paid.

Mr. Walker: I have heard rumors.

Mr. McGrath: Having heard those rumors, did you not consider it as a part of your duty, as one of the Inspectors, during the the time you were investigating the affairs of the Penitentiary, to investigate those rumors?

Mr. Walker: I did not believe them, and, from the sources whence they came, I did not deem them worthy of investigation.

Mr. McGrath: Did you not say that you only held regular meetings at the Penitentiary when business of importance was to be transacted?

Mr. Walker: When business was of such a character that it couldn't be done at the office, the meetings were held at the Penitentiary.

Mr. McGrath: What did you say the monthly expenses were?

Mr. Walker: About \$7,000 to \$8,000, and \$9,000 after the sale of the broom factory, and averaged \$12,000 before that.

Mr. McGrath: Then you did not think there was anything of sufficient importance during those twelve to fourteen months to hold meetings, as contemplated by law, in the office of the Penitentiary?

Mr. Walker: We did not; we thought the business to be done could be transacted at the office.

Mr. McGrath: Was the confidence then that you had in the judgment and business character of the Warden such as to make it unnecessary to make these monthly examinations and hold these monthly meetings in the Penitentiary, as required by law?

Mr. Walker: In my judgment, they were sufficient.

Mr. McGrath: Do you know anything of irregularities of an immoral character existing between the employes or other persons with female convicts?

Mr. Walker: No.

Mr. McGrath: Have you heard of such?

Mr. Walker: I have.

Mr. McGrath: Did you obtain that information from any reliable source?

Mr. Walker: We thought it quite reliable.

Mr. McGrath: What was the source from whence you gained that information?

Mr. Walker: From Dr. Winston.

Mr. McGrath: Did you communicate that information to the Board of Inspectors?

Mr. Walker: One of the Board was with me.

Mr. McGrath: What action did the Board take?

Mr. Walker: We asked if there was any truth in the report, and he said that one negro woman, who was doing domestic service outside the walls, was found to be pregnant, and that she procured an abortion; that he was inclined to the opinion that it occurred to her a second time, but was not certain; he said he knew of no other cases whatever.

Mr. McGrath: Are there any of those female convicts out now doing domestic service, hired or otherwise?

Mr. Walker: There are four convicts doing domestic service with the Warden, four with the Deputy Warden and four at the Governor's Mansion, part of whom are females.

Mr. McGrath: What rations are issued to those parties outside the walls as domestics?

Mr. Walker: The domestics at Mr. Willis' received the following, as per records:

From January 1, 1881, to December 31, 1881, beef, 2,086 1-2 pounds.

January 1, 1882, to October 27, 1882, beef, 2,130 1-2 pounds.

January 1, 1882, to October 27, 1882, mutton, 63 1-4 pounds.

January 1, 1881, to December 31, 1881, lard, 227 1-2 pounds.

January 1, 1882, to October 27, 1882, lard, 342 pounds.

January 1, 1881, to December 31, 1881, potatoes, 392 pounds.

January 1, 1882, to October 27, 1882, potatoes, 80 pounds.

January 1, 1881, to December 31, 1881, onions, 10 pounds.

January 1, 1882, to October 27, 1882, onions, 35 pounds.

January 1, 1881, to December 31, 1881, roast, 7 pounds.

January 1, 1881, to December 31, 1881, beans, 30 pounds.

January 1, 1881, to December 31, 1881, salt, 85 pounds.

January 1, 1881, to December 31, 1881, pepper, 7 pounds.

January 1, 1882, to October 27, 1882, pepper, 6 pounds.

January 1, 1881, to December 31, 1881, vinegar, 12 1-2 gallons.
 January 1, 1882, to October 27, 1882, vinegar, 2 gallons.
 January 1, 1881, to December 31, 1881, bluing, 1 bottle.
 January 1, 1882, to October 27, 1882, bluing, 3 bottles.
 January 1, 1881, to December 31, 1881, lye, 1 box.
 January 1, 1882, to October 27, 1882, lye, 1 box.
 January 1, 1881, to December 31, 1881, molasses, 1 gallon.
 January 1, 1881, to December 31, 1881, 2 No. 3 lamp chimneys.

And those at Mr. Bradbury's, the following:

From January 1, 1881, to December 31, 1881, beef, 984 pounds.
 January 1, 1882, to October 27, 1882, beef, 2,416 pounds.
 January 1, 1881, to December 31, 1881, bacon, 39 1-2 pounds.
 January 1, 1882, to October 27, 1882, bacon, 147 1-2 pounds.
 January 1, 1882, to October 27, 1882, mutton, 89 3-4 pounds.
 January 1, 1882, to October 27, 1882, pork, 12 pounds.
 January 1, 1882, to October 27, 1882, beans, 10 pounds.
 January 1, 1882, to October 27, 1882, salt, 10 pounds.
 January 1, 1881, to December 31, 1881, potatoes, 1,135 pounds.
 January 1, 1882, to October 27, 1882, potatoes, 176 pounds.
 January 1, 1881, to December 31, 1881, hominy, 5 pounds.
 January 1, 1881, to December 31, 1881, onions, 42 pounds.
 January 1, 1881, to December 31, 1881, corn-starch, 5 pounds.
 January 1, 1881, to December 31, 1881, molasses, 1 gallon.
 January 1, 1882, to October 27, 1882, molasses, 1 gallon.
 January 1, 1881, to December 31, 1881, lye, 6 boxes.
 January 1, 1882, to October 27, 1882, lye, 1 box.
 January 1, 1881, to December 31, 1881, 1 No. 2 lamp and burner.

Mr. McGrath: Are those domestics out with the knowledge and with the approval of the Inspectors?

Mr. Walker: They are out with the knowledge but not with the approval of the Inspectors: the Warden and Deputy Warden are entitled to them by law, but the Governor not.

Mr. McGrath: The Inspectors then have never taken any action on these domestics so employed?

Mr. Walker: We have not.

Mr. McGrath: I have noticed in your records an order forbidding the employment of convicts on Sunday and would like to know what led to the promulgation of that order.

Mr. Walker: We found a greater number of convicts used for labor on Sunday than was necessary and more than was proper to be required to labor on Sunday and forbid it.

Mr. McGrath: How many did you find working?

Mr. Walker: Thirty to forty and occasionally a greater number.

Mr. McGrath: How did you find those convicts employed on Sunday?

Mr. Walker: Cleaning boilers, at work in the saddle tree shop, and a few in the shoe shops and some in the harness shop.

Mr. McGrath: Were they employed at work that could be done just as well at any other time?

Mr. Walker: I think it could but not so well as on that day.

Mr. McGrath: What is the extent of your knowledge with regard to the manner and mode of carrying on manufacturing industries with machinery where large bodies of men are employed?

Mr. Walker: What I see of this and what the manufacturers tell me of this business.

Mr. McGrath: Have you conferees on the board who know more of this than you do?

Mr. Walker: Not that I know of.

JOHN WALKER.

January 27, 1883.

PHIL. E. CHAPPELL, being duly sworn, testifies as follows: "I am State Treasurer and *ex-officio* Chairman of the Board of Inspectors of the Missouri Penitentiary. Our board was organized soon after we came into office in January, 1881. We made monthly visits to the Penitentiary, as the law requires, and as had been the custom for several years. During these visits we looked into the hospital, cooking department and the general police department of the prison and everything else that we supposed needed looking after. We heard no complaints about the management of the prison. We made no examination of the books of the prison for several months, but instead required the Warden to make to us on the first of every month a statement from his books, showing the receipts and disbursements of the prison for the previous month, with vouchers for disbursements. These vouchers we compared and checked off with the statement of disbursements. In addition to that we required and received on the first of every month a trial balance of the ledger of the prison. These statements enabled us to tell how the financial affairs of the prison were running; as much so as we could have told by the books. Things run on in this way and these monthly examinations were made harmoniously and without any complaint being made to the Board of Inspectors from any source, up to, I think, in April, 1882. In the meantime, on the 9th of May, 1881, the prison sustained a loss by fire, estimated at about \$35,000. The loss by fire also resulted in a loss of the earnings of the prison, by reason of a stoppage of the labor by the contractors whose shops were destroyed. The expenses of the prison

were also increased very largely during the year 1881 and the early part of 1882, by reason of the drought of 1881, we having to pay at some times as high as \$1.25 per bushel for potatoes (the chief article of food), and other vegetables in proportion. I think it was in April, 1882, about the time of the called session of the Legislature, we had a meeting of the Board, when Mr. Walker introduced a resolution, requesting or instructing the Board to ask the Governor to call on the Legislature to give us an appropriation of, I believe, \$30,000, part to be applied on putting up buildings and repairs and part to pay the existing indebtedness of the prison at that time, the prison having run behind in its earnings. We asked the Warden to come before us and to give us his opinion as to whether that was necessary or not. He stated that he thought he could pull through the two years without any additional appropriation and would be nearly or entirely out of debt. I think he estimated that his deficit January 1, 1883, would be about \$5,000. I thought the sum too small to call on the Legislature for, and believing it to be to the best interest of the Democratic party in the State, voted against the resolution asking the appropriation, as did Gen. McIntyre; Mr. Walker voted for it.

The last session of the Legislature appropriated about \$36,973 for repairs and improvements and specified in the appropriation what repairs and improvements should be made. The destruction of buildings inside the walls by the fire caused the Inspectors to apply part of this sum of money appropriated to the erection and repairing of the buildings destroyed by the fire, they being other than those specified in the bill making the appropriation. We deemed this absolutely necessary under the circumstances. We had to do this or call an extra session of the Legislature.

The first time our attention was called to any irregularity about the Prison, was in regard to the horse question, which was some time in the spring or summer of 1882. We noticed the horses there ourselves. There was somewhere about six or eight horses there, probably more. On May 6, 1882, the Board passed a resolution requesting the Warden to give a statement of the number of horses, if any, kept and fed in the State stable, other than those belonging to the State, and if any, to whom they belonged. The Warden replied on the 22d of May, as per letter marked "Exhibit A."

I don't think there was any official action taken by the Board at this time, but merely an informal talking of the matter with the Warden.

Question of Mr. Downing: "State whether or not there were any horses kept at the stables at the State's expense, other than those owned by the State."

Mr. Chappell: "Capt. Todd kept a horse there under an agreement with the Inspectors, the feed of the horse being considered a part of his compensation. There were two other horses belonging to the Warden that

we ascertained were kept there. I think P. M. Willis' horse was kept there, and not charged for. I believe these are all except those that the Warden informed us were paid for. It is my recollection that the books of the Penitentiary will show that the care and feed of these horses were paid for, but I can't say for what length of time."

Mr. Downing: "Do you know of your own knowledge, of the Warden selling or giving to any of the officers or employes of the prison, or any other person, any fuel, forage, provisions or manufactured articles under his charge, within the last two years?"

Mr. Chappell: I do not.

Mr. Britts: Do the books of the Penitentiary show anything of this kind?

Mr. Chappell: The books show sales to, frequently, and purchases from contractors, and, if I am not mistaken, sometimes in small quantities of fuel to the employes. This is all I know of. This was done without the knowledge or consent of the Inspectors. The transactions between the contractors and the Warden were purely a matter of accommodation, and the books show that no profit accrued either to the State or to the contractors therein. I learned from the Warden that occasionally in cases of storm and difficulty to get wood, a few cords were furnished to some of the employes at the cost price to the State.

Mr. Downing: Do you know of your own knowledge, whether or not the Warden hired out any of the convicts as domestics to any persons outside of the prison walls?

Mr. Chappell: I do not.

Mr. Downing: Will you please state whether or not any of the United States prisoners have been taken from the Penitentiary, and if so, the reasons therefor.

Mr. Chappell: I understood some of them were taken, but I do not know the reasons therefor.

Mr. Downing: From whom did you get that information?

Mr. Chappell: From the Warden.

Mr. Downing: Have you as Inspectors made any examination as to the cause of such removal?

Mr. Chappell: No, sir.

Mr. Downing: State whether or not the Warden has rendered to the Inspectors a full account of all moneys received and expended, stating on what account received or expended, monthly?

Mr. Chappell: He has rendered the statements monthly, and I presume they are correct. We have checked off the receipts with the disbursements, and found the same to be correct.

Mr. Downing: How often did you, as Inspectors, visit the Penitentiary?

Mr. Chappell: Always once a month, and frequently oftener.

Mr. Downing: Did you at such meetings or visits, inquire and examine into all matters connected with the government, discipline and police regulations of the Penitentiary?

Mr. Chappell: Yes, sir.

Mr. Downing: Did you enquire into the money concerns and contracts for work?

Mr. Chappell: We did, but not on our visits.

Mr. Downing: Did you or not, at these stated meetings, investigate the accounts, purchases, or sales on account of said Penitentiary?

Mr. Chappell: No, sir; not at our meetings at the prison; we made a monthly examination at the capitol of the receipts and disbursements of the previous month and on examination also of the monthly trial balance of the books kept at the prison, which gave us in a concise form a correct idea of the financial management of the prison.

Mr. Downing: Did you at any of these stated meetings hear or learn of any alleged misconduct of the Warden or any other officer or employe of the Penitentiary?

Mr. Chappell: No, sir.

Mr. McGrath: I wish to know how many official meetings you have held in the Penitentiary?

Mr. Chappell: We have held not less than one each month, sometimes more than that.

Mr. McGrath: Where or in what was the records of those meetings kept?

Mr. Chappell: They should be in the record book.

Mr. McGrath: Will you please examine that book and see how many official meetings were held at the office of the Penitentiary?

Mr. Chappell: The records of the last meeting that I find in the record book that was held at the Penitentiary is dated June, 1881.

Mr. McGrath: Please state why those records were not kept after that date as they were done prior thereto?

Mr. Chappell: I do not know as that was the business of the Secretary.

Mr. McGrath: Were the minutes of your meetings read and signed?

Mr. Chappell: I think not.

Mr. McGrath: What are the duties of Inspectors?

Mr. Chappell: They are set forth in the Statutes.

Mr. McGrath: In your official visits to the Penitentiary have you examined the invoices of goods purchased?

Mr. Chappell: We made no examination of invoices prior to August, 1882, or about that time; previous to that time the Warden rendered to us a trial balance of his books which showed the financial condition of the Penitentiary at that time and also a statement of the receipts of the Penitentiary and disbursements; each disbursement was accompanied by a written receipt of the party to whom the money was paid, but was not an invoice and did not show the quantity or cost of the article for which the money was paid.

Mr. McGrath: Then in or about August, 1882, you made an examination of invoices?

Mr. Chappell: Yes, sir.

Mr. McGrath: What knowledge did the Inspectors have of the market value of the goods purchased?

Mr. Chappell: Mr. Walker and myself made this examination; Mr. McIntyre was not present; it required several days to make the examination of the books, and as we went through them we selected and laid to one side every bill that we thought required a close examination; we then had a list made of these bills and receipted for them and brought the bills away from the Warden's office with us; I then went to the leading merchants of the city, and got numbers of "price currents" showing the wholesale price of the goods that were purchased; I took them home and compared the prices myself with the bills and then turned the bills and price currents over to Mr. Walker for examination.

Mr. McGrath: How did you find those prices to compare with the prices current?

Mr. Chappell: I found them reasonable and nothing wrong in them.

Mr. McGrath: Can the Warden, in virtue of his position, make any contracts without the Inspectors' knowledge and approval?

Mr. Chappell: He cannot, only in accordance with section 6449.

Mr. McGrath: During the time that you have been President of this Board of Inspectors, how many contracts and of what character, has the Warden made with the approval of the Inspectors?

Mr. Chappell: The only contracts I know of are the beef contracts, the farm contract and the contract for the purchase of machinery, all of which appears in the record; but so far as I can remember, the contracts for fuel and groceries have not been approved; the Inspectors have relied on the judgment of the Warden for the purchase of all other necessities except those of record.

Mr. Downing: Please explain fully the beef contract, together with what you know of this cut beef.

Mr. Chappell: As explained in my former testimony, we examined every month the statements of the purchases and money received for the

previous month; these statements being abstracts from the books of the Penitentiary; we did not examine the books of the Penitentiary or any invoices of purchases for eighteen months after going into office, hence we had no knowledge of that cut beef being received from that source; but about the 1st of September, 1881, or between the 1st and 10th, I first learned of cut beef being received at the prison and that it was shipped from Sedalia; I went to the depot and watched the arrival of the train; there came by the express car a barrel about the size of a pork barrel; the barrel had a wooden top to it on hinges; I examined the contents and found that it contained what is called cut beef, and ascertained that it was shipped from Sedalia to the Warden of the Penitentiary; I examined the beef; to all appearances it was sound as far as I can tell, but was in pieces of, I presume, 10 to 30 pounds; it seemed to be principally parts of the forequarters and hindquarters; I then went to see the Warden and told him I thought he had better not receive that beef; he told me he had thought of discontinuing it himself and told me that no more of it should be received; I went to the train several times after that and satisfied myself that the shipment of it was stopped; I did not speak to the other Inspectors in relation to it, because, having stopped it, I did not think it necessary; I do not think the Warden requested me not to say anything about it; I never knew of any other cut beef being received there until the beginning of the late investigation by the Inspectors, about the first of August, 1882; I then learned, for the first time, that during the months of November and December, or parts of those months, in 1881, cut beef was shipped to the prison from St. Louis, but that none had been shipped from any direction since the last of December, 1881; all of this was done without the knowledge or consent of the Inspectors; this cut beef from St. Louis, received in November and December, 1881, was received after I had notified and requested the Warden not to receive any more; this request was my own individual act, but as an Inspector; we gave no notice as a Board; I own a farm in Callaway county, just a little below and opposite the Penitentiary, known as the State farm; it was rented to the State for the purpose of raising vegetables for the use of the prison for the last six years; it is a valuable farm, the land being very fertile, and the price paid has been \$4 an acre for the land in cultivation; on this farm were log buildings erected especially for the accommodation of the convicts and especially adapted for their keeping; when I became an Inspector, I called upon the Governor to take my place in the Board as an Inspector, and to act in my stead in renting a farm; I consider \$4 an acre reasonable rent and fully as low as other lands in the neighborhood were rented for; the Warden, with the two Inspectors and Governor, rented the farm at \$4 an acre for the cultivated land, for the years 1881 and 1882; the lease expired January 1, 1883, and no new lease has been entered into; I

have been on the farm frequently during the years 1881 and 1882, generally once a month; I have never heard of the convicts disturbing any one nor of the teams or convicts on this farm being used on any other, nor of the produce being diverted to any other use than that of the State; no part of the farm was sublet to any one else.

During the investigation by the Inspectors of the affairs of the Penitentiary in the latter part of 1882, we examined the hospital and investigated as to whether whisky bought for the use of the hospital had been used by any one except the patients in the hospital; we found no abuse in this department; neither did we find any abuse in the female department, but found it properly conducted; we made a thorough investigation in every department before arriving at these conclusions; we also examined into the police regulations of the Penitentiary and the punishment inflicted; in several cases we had the prisoners take off their shirts that we might more thoroughly examine the extent of the punishment; I did not deem the punishment more severe than the proper management of the prison demanded; we found no cases of extreme cruelty; our instructions to the Deputy Warden, who has charge of the police department, was always to make the punishment inflicted as light as possible consistent with proper discipline; there has been less whipping done in the last two years than ever before, so I am informed; we made a thorough investigation of every report we could hear of abuses during our recent investigation of the prison and we found no irregularities except such as are referred to in the sworn testimony taken during the investigation, all of which is now before your committee, and as stated above.

I want to explain my testimony above in relation to the record book and why that book was not kept at the prison as required by law; I don't think the Inspectors have failed to hold three official meetings monthly during the years 1881 and 1882; one was a visit to the Penitentiary; the other two meetings were held on the 1st and 10th of each month at the capitol; our visits to the prison for the first 18 months, were only visits of inspection; all resolutions and orders and discussions occurred at our meetings at the capitol, which were held at the times as above stated regularly, for the approval of the pay-roll and the examination of the monthly list of discharged convicts; as all the official proceedings were performed at the capitol, we kept the record book there to save trouble.

So far as I can learn, the Warden has obeyed all of the orders of the Inspectors.

PHIL. E. CHAPPELL.

January 26, 1883.

D. H. McINTYRE, being duly sworn, testified as follows: I am Attorney-General of the State and ex-officio a member of the Board of Inspectors of the Penitentiary; I entered upon the discharge of my duties as Attorney-General on the 10th of January, 1881, and the Board of Inspectors organized and qualified January 15, 1881; we visited the Penitentiary as often perhaps as once a month, but sometimes I did not go that often; our rule, if we had one, was to go once a month; the object of our visits were to examine into the affairs of the Penitentiary, to enquire into the business management, discipline and general affairs of the Penitentiary; at some visits there were special matters to be looked after; we visited the shops and went through them, noticing how the convicts were employed; I remember no occasion when we made special enquiry as to how they were employed until in August, 1882; I don't recollect that we enquired as to the money concerns or contracts for work until the date above mentioned, August, 1882; the first time I recollect of any examination being made of the books and enquiries made as to the purchases and sales was in August, 1882, when I was present; I can't say that we kept regular minutes of our meetings at the Penitentiary; Mr. Walker was Secretary of the board and my understanding was that what minutes were kept were kept by him; I have signed some minutes not long ago and I believe the first I remember of signing; I am not able to tell when the other members of the Board signed minutes; there was a book in which the rules and regulations adopted were kept, but my impression is that it was kept at the Auditor's office instead of at the Penitentiary.

Mr. Downing: Do you know of your own knowledge of any irregularities on the part of the Warden during your term of office or within the last two years? If so, state fully and of what they consisted.

Mr. McIntyre: I know of certain so-called irregularities, concerning which the board adopted some rules; in our inquiries into the Penitentiary we found that the Warden had occasionally sold a load or part of a load of coal, or a load or part of a load of wood or of hay or grain to the contractors; that was explained this way: If the Warden had a car load of coal and the contractor wanted part of it, the Warden would allow him to take it and charge it up to them at the cost price; occasionally, too, when the roads were bad, the Warden has let an employe have a cord of wood at the cost price; then there was a complaint that there were a lot of horses kept at the State stable last spring; Mr. Willis was called on for a statement by the Board of the number of horses kept there; the report, as I remember, showed the number of horses and to whom they belonged and under what circumstances and upon what terms they were kept there; they were horses, as I understood, that belonged to some of the employes, officers and contractors of the prison; whether the report shows it or not I don't know

but my impression is that the books show they were charged for at the rate of \$10 per month; in regard to Mr. Todd's horse, the board, I think in the spring of 1881, agreed to pay Mr. Todd \$1,100 per annum and the keep of one horse at the State stables; my understanding was that he did not keep a horse there for some time and in consideration therefor he was permitted to keep two horses part of the time, the intention being to make it equal to the keeping of one horse for a year; then there was some complaint about some cows that were kept on a pasture there and were permitted to come in and be stabled in the old stable which stands adjoining the pasture; we examined into that matter and found that there were a lot of cows kept on some ground there, owned by a non-resident, which had been rented by the Warden and some of the contractors and other parties and we learned from the Warden that he had been keeping some 10 or 12 cows for the benefit of the prison, but that after the drouth of 1881, he found it was not paying and he had the cows slaughtered, so that at the time of the investigation, the State owned no cows; I can't say that there was any irregularity about this and I don't consider that there was such; the motive in adopting the rule prohibiting the sale of anything by the Warden to employes, etc., was not because we thought there had been any abuses, but merely because we thought it might lead to some abuses and to stop talk; this reason might be applied to several of the rules adopted the same day; we corrected the barber shop business by an order; according to the testimony we took, this abuse had been existing for years; the employes and contractors paid about 50 cents a month to Ralph Willis, who took charge of and conducted the shop and received the benefit of the surplus income; Mr. Ralph Willis testimony, taken before the Inspectors, fully covers this ground; (marked "Exhibit D"); all parties agree that this is a correct statement.

We took the testimony of several witnesses in regard to the cut meat transaction. In the first place we took the verbal statement of the Warden, Deputy Warden and cook, and the matter was dropped for a few days when it was suggested that we had better summons the witnesses and take their testimony down; this we finally agreed to and we did so, the testimony being taken under oath in a narrative form; I interrogated the witnesses and asked all the questions that I thought necessary or proper; they were then put through a thorough cross-examination and I think the matter was thoroughly drawn out; of my own personal knowledge I know nothing of the cut meat business except what I learned from the testimony; the first I learned of it was in August, 1882, when the Inspectors went to the prison in a body for the purpose, as I understood it, of examining the books of the Penitentiary; after we got through the examination of the books in the

Warden's office we went to the Commissary's office; the Auditor then commenced an examination of Peter Willis, regarding the cut meat business; the Warden was not present at first but came in shortly and I believe answered some questions which were asked of Peter Willis; he finally suggested that we adjourn to his office, which we did; I don't think there was any further examination at that time, but it was resumed in my office in a few days; shortly after this, the sworn testimony was taken; for this testimony I would refer you to the depositions, as I know nothing of it except what I learned from the witness; the cut meat was bought and used by the Warden without my knowledge and consent as an Inspector; and many other articles were bought and used and sold at the Penitentiary without the knowledge or consent of the Inspectors, and no particular inquiry was made in regard thereto; we depended on the statement at the end of each month for our information in regard to those transactions; the Warden advertised for bids for furnishing beef in February, 1881; there was a contract in existence which expired January 1, 1881; the contractor, Mr. Gordon, continued to furnish the beef until in February, when we made a contract with him, which ran for six months; this contract was made and extended to July, when we made a contract for a year; by the terms of this contract, we got the beef the first six months at one price and the last six at another; there was no cut beef included in these contracts; there was a difference of a cent a pound between the price paid for cut beef and the other; the cut beef business commenced with the leasing of convicts at the Montserrat mines and continued up to September, 1881; I am satisfied from the testimony in the case that J. R. Willis received no benefits accruing from the cut beef transactions; the account of the cut meat was kept upon the books; there was a large amount of bacon bought during the time the cut beef was being received, which saved a large amount for the State; there was no testimony going to show that Willis received any benefit from the cut meat transactions; there has been a certain amount of unemployed labor in the Penitentiary all the time; I never visited the State farm but once; we then found good crops there; we considered the rent paid reasonable and that it was to the advantage of the State to rent it, and that it was a good investment; I don't see how we could get along without it; I am not well enough informed to give any information regarding the removal of United States prisoners from the Penitentiary; the Warden has always rendered to the Inspectors a monthly account of moneys received and expended, stating on what accounts.

Mr. Downing: Do you know of any other irregularities on the part of the Warden, other than those referred to in the examination above?

Mr. McIntyre: I don't remember any, unless it would be working convicts on Sunday, if that would be called an irregularity; the Inspectors have

paid some attention to that and have adopted a rule regarding it; the Warden has never refused, so far as I know, to obey all rules of the Inspectors, and has always acted with alacrity on all suggestions of the Inspectors; you may have noticed or probably will notice that the report made by the Inspectors is silent on the question of feeding the prisoners; when the report was written it was agreed to by a majority of the Board, but the word "fed" was objected to by one member of the Board, and it was stricken out, not because a majority believed that the prisoners were not well fed, for they believe to the contrary, but for the purpose of getting a unanimous report, we agreed to let that word be stricken out so that it might be signed by all the Board in the interest of harmony and for no other reason; and the same may be said to some extent with reference to some of the rules—that they were adopted in the spirit of concession.

D. H. McINTYRE.

January 29, 1883.

WADDY THOMPSON, being duly sworn, testified as follows:

I am 48 years old and reside at Warrensburg; I am a stock dealer and farmer; I am acquainted with Jas. R. Willis, the Warden of the Penitentiary, and John W. Gordon, Newton & Sons; in January, 1881, I resided at Warrensburg.

Mr. Downing: Do you know anything about the advertisement and letting of the beef contract by the Warden for the Penitentiary in January, 1881?

Mr. Thompson: Yes, sir, I do.

Mr. Downing: Please state all you know about that contract.

Mr. Thompson: I saw the advertisement and read it; if I remember right it was to supply beef to the Missouri Penitentiary for one year; the advertisement stated that it was to be on foot; I came here to bid on it and did bid on it, but Mr. Gordon's bid was less than mine and the contract was awarded to him; besides myself Frank Newton and Mr. Gordon had in bids; my recollection is that my bid was \$3.87; I don't know what the other bids were, but Newton's was a little above that and Mr. Gordon's a little below.

Mr. Downing: State whether or not you had any understanding between yourselves—that is, Waddy Thompson, Frank Newton and John W. Gordon—as to what your bids should be?

Mr. Thompson: Yes, sir; we had.

Mr. Downing: State what that understanding was?

Mr. Thompson: My recollection is that the understanding was that bids would not be less than $3\frac{1}{2}$ cents per pound gross, which is equal to 7 cents net for the quality of beef advertised for; it was also understood between us that the contract could n't be filled for less than $3\frac{1}{2}$ to 4 cents per

pound the way the market was, and we all put in our bids with the understanding that all were to be interested in the contract regardless of who was the lowest bidder.

Mr. Downing: State what interest each of you were to have in the contract?

Mr. Thompson: If there was any specific conversation I don't remember, but it was understood by me at the time that we were each to hold an interest in it.

Mr. Downing: Is it not a fact that you were to receive \$50 per month for your interest in the contract?

Mr. Thompson: No, sir; there was no such an agreement or understanding.

Mr. Downing: Is it not a fact that you did receive \$600, or about that amount, for your interest in that contract that year?

Mr. Thompson: I did; I think it was \$500 though instead of \$600, but am not certain.

Mr. Britts: This was independent of any beef you furnished, was it?

Mr. Thompson: I didn't furnish any beef at all.

Mr. Downing: Now state what interest Frank Newton had in that contract.

Mr. Thompson: He had the same interest as either I or Gordon, or at least that was my understanding.

Mr. Britts: Did he get the same amount of money or was he paid in some other way?

Mr. Thompson: He furnished part of the beef.

Mr. Downing: Is it not a fact that Frank Newton was to furnish what is termed "cut meat," at the rate of 200 pounds per day in the place of the kind of meat advertised for as his recompense on this contract or understanding between you three, and that profit was to be the difference between the actual worth of such meat and the kind of meat advertised for.

Mr. Thompson: If there was any understanding or agreement before the letting of the contract that Newton was to put in nothing but cut meat, I don't now remember it.

Mr. Britts: Was there an understanding before this or afterwards that Newton was to put in some cut meat?

Mr. Thompson: Not that I know of before, but there was an understanding afterwards; there was no understanding that I ever heard of that Newton was to put in any meat for less than what it was worth; Newton and myself came here together, expecting to bid together and most of the conversation relating to the kind of meat to be put in, both before and after the letting, was between Newton and Gordon.

Mr. Downing: Is it not a fact that you agreed before this bidding to take as your part of the profit \$50 per month, to be paid you by John Gordon, as a bonus?

Mr. Thompson: I did not.

Mr. Downing: Is it not a fact that you did receive from John W. Gordon \$600 as a bonus on that contract?

Mr. Thompson: I did receive either \$500 or \$600 for my interest in the contract, but not as a bonus, if I understand the meaning of bonus; the amount that I received from Gordon was, I think, some five or six months after the contract was let and was received for my interest in the contract.

Mr. Downing: What did you furnish to Gordon in consideration of this \$500 or \$600 paid you.

Mr. Thompson: I didn't furnish him anything.

Mr. Downing: You received then something for nothing. Is that a fact?

Mr. Thompson: Yes; I received the amount stated for my interest in the contract; in case there had been a loss I would have been responsible to him for my part.

Mr. Downing: Is the above your answer to the question?

Mr. Thompson: It is.

Mr. Downing: State whether or not there was a loss in September and October and whether or not you received any less those months than any other months?

Mr. Thompson: If there was any loss those months I don't know it.

Mr. Downing: Is it not a fact that either in September or October, 1881, that John Gordon went to you and asked for a reduction on this bonus that he was to pay you of \$20 per month, stating that they had to let up on this cut beef business?

Mr. Thompson: I don't remember any such circumstance.

Mr. Downing: Did you, in September or October, 1881, tell Mr. Gordon that you could do better and that Col. Gates would furnish the cut beef from St. Louis?

Mr. Thompson: I don't remember any such conversation with Mr. Gordon.

Mr. Downing: State whether or not you know when they quit shipping cut meat from Sedalia and commenced shipping it from St. Louis?

Mr. Thompson: It was some time in the fall of 1881.

Mr. Downing: State who was present at this bidding in January, 1881?

Mr. Thompson: Frank Newton, John Gordon and myself, Mr. Willis, Mr. Willis' son and I think two or three others whose names I can't call; I think Mr. Sinelair or Mr. Rickey one was present.

Mr. Downing: State whether or not you made the Warden acquainted with your understanding either before or after the bidding in January, 1881?

Mr. Thompson: I did not.

Mr. Downing: Have you at any time within the last two years had any conversation with the Warden concerning the understanding that you three bidders had?

Mr. Thompson: I have not; after this bid was put in, Mr. Willis told me that he wouldn't accept the bid and I asked him his reasons for not doing it and he said it was too high; we had some conversation then about the price of cattle and what the contract could be supplied for; I felt solicitous that he would accept the contract, being interested in it, but at the time of this conversation, tried to conceal that from him; after some ten days or two weeks the bid was modified by Mr. Gordon, in some way, I don't know just how now, and the contract entered into; my recollection is that Gordon's bid was \$3.77 for the year; that Mr. Willis and Mr. Gordon agreed that he would pay 3 1-2 for the first six months and 4 for the next six months; in a conversation with Mr. Willis and Mr. Gordon, I stated that Mr. Willis had got the best of him in that, as I thought Mr. Willis would use beef pretty near all together during that first six months and then would use pork, what we call shoulders, during the pork season, which he could buy for much less than he could the beef, and that during the last six months he would use but very little beef; Mr. Willis told me he would not have made this contract, but the Inspectors forced him to; he may not have used the word forced, but may have said the Inspectors awarded the contract; the parties interested in the bidding for this contract were John Gordon, Frank Newton and myself.

Mr. Downing: By what authority and by whose consent was cut beef furnished, if any?

Mr. Thompson: By Mr. Willis', I suppose.

Mr. Downing: When did you first learn that cut beef was being furnished?

Mr. Thompson: I can't fix the date now, but it was not long after fixing the contract.

Mr. Downing: Was Mr. Willis personally consulted about this?

Mr. Thompson: Not by me he wasn't, that I now remember.

Mr. Downing: Was cut beef furnished on this contract?

Mr. Thompson: Yes, sir, it was.

Mr. Downing: By whom was it furnished?

Mr. Thompson: Some of it was furnished by Newton from Sedalia and some of it by Col. Gates from St. Louis.

Mr. Downing: Did you have anything to do with the furnishing of cut beef?

Mr. Thompson: Yes, sir; I had something to do with sending the cut beef that came from St. Louis.

Mr. Downing: State what connection you had with it?

Mr. Thompson: After Newton stopped furnishing it I made arrangements with Col. Gates in St. Louis.

Mr. Downing: State what arrangements you made with Col. Gates.

Mr. Thompson: I made arrangements with him to send about the same amount that Mr. Newton was to send—about 200 pounds a day. I had consulted Mr. Newton before seeing Col. Gates. I told Col. Gates to make the best arrangements he could, there stated to him. I think that the price paid here was six cents. If there was any contract between Col. Gates and I, I can't remember it. I believe we were to pay him either five or five and one-half cents, delivered on the cars in St. Louis.

Mr. Downing: Was Col. Gates interested in the Gordon contract?

Mr. Thompson: Col. Gates was not interested in the Gordon contract.

Mr. Downing: To whom was that meat shipped?

Mr. Thompson: I suppose to Mr. Willis. I ordered him to ship it to Mr. Willis.

Mr. Downing: To whom was the meat shipped from Sedalia?

Mr. Thompson: I suppose to Mr. Willis. I gave no orders about that.

Mr. Downing: For what length of time did you ship cut meat from St. Louis?

Mr. Thompson: I don't remember, probably two months.

Mr. Downing: State now when you commenced shipping from St. Louis and when you quit?

Mr. Thompson: I can't fix the date, only it was some time in the fall of 1881.

Mr. Downing: When did you quit?

Mr. Thompson: I can't say.

Mr. Downing: How much cut meat was shipped from St. Louis altogether?

Mr. Thompson: I don't know; I think I have a statement from Col. Gates at home, showing the amount shipped, and also showing the amount of money which he had received, and the amount of loss to me, but I don't remember how much.

Mr. Downing: Can you state about how much?

Mr. Thompson: My recollection is that he was to ship about 200 pounds a day, and if he shipped for 60 days it would be about 12,000 pounds of meat.

Mr. Downing: What was the cause of you changing your shipments from Sedalia to St. Louis?

Mr. Thompson: I think Mr. Willis and Mr. Newton were both dissatisfied with it. Mr. Willis was dissatisfied with the meat and Mr. Newton, because a good deal of it had spoiled on the way.

Mr. Downing: Did you have any conversation with Col. Willis, the Warden, at any time during the year 1881, about this cut beef, either from St. Louis or Sedalia? If so, state what that conversation was?

Mr. Thompson: I had a conversation with Mr. Willis in St. Louis during the fall—I think, during the fair. The substance of the conversation was that he had had, and was having, a good deal of trouble about the net beef that was being sent to him, on account of so much of it being spoiled on account of the delay in freights.

Mr. Downing: Did you have any other conversation with him about the cut beef at any other time?

Mr. Thompson: I may have had, but don't remember any other.

Mr. Downing: When was this conversation you had in St. Louis with reference to the time you commenced shipping from St. Louis?

Mr. Thompson: I think it was after Col. Gates commenced shipping from St. Louis, but how long I don't know.

Mr. Downing: Describe the quality of this cut meat, as to what it consisted of.

Mr. Thompson: My understanding of it was that it was to be all the beef, or nearly all of the beef, except the loins, the forequarters and what is known and called three-rib chuck by the butchers and that part known as rump steak; I never saw the beef and don't know what they sent.

Mr. Downing: Did Col. Willis have any interest, directly or indirectly, in this St. Louis or Sedalia cut beef contract?

Mr. Thompson: No, sir; except he was the contracting party for the State.

Mr. Downing: When did you first commence sending beef from Sedalia?

Mr. Thompson: I never sent any from Sedalia; Mr. Newton sent that; I think it was soon after the contract was awarded.

Mr. Downing: Did you have any interest in this cut beef from Sedalia?

Mr. Thompson: No.

Mr. McGrath: When you first came to bid on that advertisement you put in a bid did you not?

Mr. Thompson: Yes, sir.

Mr. McGrath: Did you, Newton and Gordon, or did you not enter into an agreement that Gordon's bid should be the lowest.

Mr. Thompson: I don't think there was any such agreement: it is clear now to my mind that we had no such agreement.

Mr. McGrath: What was your interest in a contract in which you were no party to the making of?

Mr. Thompson: Gordon, myself and Newton were to be equally interested in this contract; as I have before stated, it mattered not whose bid got it.

Mr. McGrath: How much money or cattle was it your part of that agreement to put into it for the purpose of carrying out that contract with the State?

Mr. Thompson: I considered that I had a right to put in one-third of the cattle.

Mr. McGrath: Did you consider that Newton & Sons had the same right?

Mr. Thompson: Yes, I did.

Mr. McGrath: Did Mr. Gordon have the same right?

Mr. Thompson: That was my understanding.

Mr. McGrath: Did you or did you not understand that each of you was to have an equal interest in that contract?

Mr. Thompson: I did so understand it.

Mr. McGrath: When the contract was made with Mr. Gordon and the State did you fulfill your part of that obligation?

Mr. Thompson: I did nothing about it, but was ready to do it all the time.

Mr. McGrath: What was to be your consideration and compensation for your third interest in that contract?

Mr. Thompson: Whatever profit I might be able to make on whatever cattle I might put in.

Mr. McGrath: How many cattle did you put in?

Mr. Thompson: I did not put in any.

Mr. McGrath: As you did not put in any cattle, please tell me what profits you would be entitled to under this contract where you had a third interest?

Mr. Thompson: Just what my profit would have been had I put in one-third of the cattle, less the expense and labor of getting them here.

Mr. McGrath: How much money did you receive in consideration of your third interest?

Mr. Thompson: Either \$500 or \$600.

Mr. McGrath: From whom did you receive that?

Mr. Thompson: John Gordon.

Mr. McGrath: Do you not consider that a pretty profitable contract, when you supply neither money or material and yet derive a profit of \$500 or \$600?

Mr. Thompson: Yes, sir; it might be considered so, but I have made a great deal more money with less work.

Mr. McGrath: Please tell this committee what work you performed?

Mr. Thompson: The first thing I did was to bring a check here for \$1,000 and put in my bid; I believe I made one or two trips to see Mr. Newton, too, and I think I made one or two trips to St. Louis to see Mr. Gates; all the work I did to entitle me to the money was making the arrangement that I did with Gordon and Newton.

Mr. McGrath: What labor did you perform before the contract was made?

Mr. Thompson: I think I made one or two trips to Sedalia, probably one or two to Kansas City, and got \$1,000 in exchange on St. Louis.

Mr. McGrath: Did you not state before that you had no pecuniary interest in this contract?

Mr. Thompson: I stated, or intended to state, that I furnished no money with which to carry on the contract, but in the advertisement by Mr. Willis, for bids, it was required that each bid be accompanied by a certified check for \$1,000. Instead of accompanying my bid with the check, I had exchange on St. Louis. After the bids were received and opened, this was returned to me.

Mr. McGrath: Were the others required to make an equal deposit with you of \$1,000?

Mr. Thompson: Yes, sir.

Mr. McGrath: What were the objects of your visits to Sedalia and Kansas City?

Mr. Thompson: My object in going to Sedalia was to see Mr. Newton about bidding on this contract, and to Kansas City was to learn the prices on futures in the market.

Mr. McGrath: Was that the time you made the agreement with Newton as to what these bids should be?

Mr. Thompson: No, sir.

Mr. McGrath: When was it?

Mr. Thompson: After we arrived in Jefferson City.

Mr. McGrath: Was it prior to or subsequent to making the arrangement with Newton, that you saw Gordon?

Mr. Thompson: It was after I had arranged with Newton that I saw Gordon about this arrangement.

Mr. McGrath: Is it not on account of perfecting this arrangement between yourself and Newton and Gordon that you were to receive this third interest in the profits of that contract?

Mr. Thompson: No, sir, not entirely so.

Mr. McGrath: Was it not on account of your influence in obtaining that contract that you have this third interest?

Mr. Thompson: It was not.

Mr. McGrath: You did effect the agreement, however, and did obtain the \$500 or \$600?

Mr. Thompson: Yes, sir.

Mr. McGrath: Who else was interested in the profits of that contract besides Thompson, Newton and Gordon.

Mr. Thompson: No one else that I know of.

Mr. McGrath: What interest did Col. Gates have in it?

Mr. Thompson: None that I know of.

Mr. McGrath: Who employed Col. Gates to furnish that beef from St. Louis?

Mr. Thompson: I did.

Mr. McGrath: Is Col. Gates a wealthy man?

Mr. Thompson: My understanding is that he is a man of considerable means.

Mr. McGrath: Is Col. Gates' means of such a character that he can afford to work for others without compensation?

Mr. Thompson: That I can't tell, but I suppose if he should agree to do it he would.

Mr. McGrath: Did he agree to work for this concern for nothing in furnishing supplies of beef from St. Louis.

Mr. Thompson: He agreed with me to deliver that beef on the cars, as I have before stated, for 5 or 5½ cents.

Mr. McGrath: Do you know what he paid for that beef?

Mr. Thompson: I don't know.

Mr. Britts: Did Col. Willis know that you were delivering cut beef from Sedalia and St. Louis to the Penitentiary, consigned by yourself?

Mr. Thompson: I think he did. I did not consign any of the beef, but it was shipped by Newton and Col. Gates.

Mr. Britts: Did Willis know that you were interested in this contract?

Mr. Thompson: If he did he got it from Gordon or Newton.

Mr. Britts: What is the cut meat worth in the markets?

Mr. Thompson: I saw this meat once or twice when it was shipped from Sedalia; it was cut from better beef than that used here; I did not directly or indirectly give to the Warden, or any one for him, any money or other valuable thing on account of this contract or on any other account or contract whatever; I generally made all I could and kept all I made.

WADDY THOMPSON.

Mr. Thompson being recalled, Mr. Downing asked: Do you remember how much spoiled cut beef was charged back to you?

Mr. Thompson: I don't know; it was charged back at different times, but as I didn't have anything to do with the accounts, I don't know.

WADDY THOMPSON.

JANUARY 25, 1883.

JOHN W. GORDON, being duly sworn, testified as follows: I am thirty-seven years old, reside in Cole county, ten miles from this place, and am a farmer and stock dealer by occupation; I took a contract to furnish beef for the Penitentiary in January, 1881, for six months; Messrs. Newton and Thompson had this contract previous to this time, and they were here on the day of the bidding; we had some conversation, but the contract was awarded to me on that day.

Mr. Downing: Who else, if any one, was interested in that contract?

Mr. Gordon: I was to give Newton and Thompson something in the event of my getting it.

Mr. Downing: What was you to give Newton and Thompson?

Mr. Gordon: I don't think there was anything definite about it; I proposed if I got the contract to give them an interest in it; we had an understanding to this effect before the bidding.

Mr. Downing: Did you have an understanding as to what each was to bid?

Mr. Gordon: We did not.

Mr. Downing: Did you have a settlement on this contract with Thompson and Newton after the bidding?

Mr. Gordon: I did, directly after the bidding; Newton & Son had been furnishing some cut meat here; Newton asked me to let him continue putting in cut meat; I told him I would first have to consult the Warden and see whether he would let it come or not; I consulted the Warden about it, and he said if the meat came up to the standard that I was furnishing I could, and that if he would deliver it in good condition and at one cent less than they were paying me, he would consider it no detriment to the State; Newton agreed to make it that way and put in from 150 to 200 pounds a day, and agreed to consider that his interest in the concern; it ran on some time, and Mr. Thompson proposed to put in some cattle, but I offered to take the responsibility and pay him off; I gave him either \$500 or \$600; I calculated on giving him \$30 or \$40 a month; this was the contract in which Thompson and Newton had an interest and ran from July 1, 1881, to July, 1882.

Mr. Downing: Did you testify before the Board of Inspectors on September, 29, 1882?

Mr. Gordon: I did.

Mr. Downing: Didn't you state in that examination that Newton & Sons, Waddy Thompson and yourself were the bidders, and that they knew what you were to bid, and that their bids were to be higher?

Mr. Gordon: Not in those words; I would say that they had some little knowledge as to what I was going to bid, or at least thought they did, but as for each party knowing one another's bid, we did not: the furnishing of the cut beef was commenced soon after the contract was made and was stopped the first of January, 1882, or before; all the cut beef that was shipped to the Penitentiary from Sedalia or St. Louis came before January, 1882; the Warden complained to me of the beef coming from Sedalia and said it was not coming up to the standard; the contract had then run some two or three months; I saw a few lots of this cut beef; there were some lots of it that was very good along towards the first, but along towards the last it was not so good and not what he ought to furnish; I never saw any beef there spoiled myself, but it came more scrappy and in smaller pieces than I thought it should have been with our understanding; no spoiled meat was ever charged back to me; my understanding with the commissary was that whenever any meat came that wasn't good, it was thrown out and Mr. Newton got credit for what was good; I never had to account for any spoiled meat myself; they never had any charged on my account that I knew of; the cut meat account and that of the beef I furnished was kept separate; the cut meat was credited to me by Newton; I don't know that the Warden spoke to me about the spoiled meat more than once or twice, as it was stopped shortly after he complained to me; Newton & Sons' profits were to be what he could make out of his meat; Thompson's profit was to be part of what I made out of the beef.

Mr. Downing: In the agreement you had at the bidding, wasn't it agreed that you was to give Waddy Thompson \$50 a month as a bonus, to be accounted as his part of the profit?

Mr. Gordon: It was not; in the settlement of this thing, I aimed to give him a bonus of \$40 or \$50 a month; I think he expected about that sum, but it was not definitely fixed.

Mr. Downing: Didn't you state in your examination before the Inspectors that Newton was to furnish the cut meat as stated, 200 pounds per day, and was to have as his profit the difference between the actual worth of the cut beef and six cents per pound?

Mr. Gordon: He was to have the profit on the cut beef for his share of the contract.

Mr. Downing: Did you have the same understanding with Thompson and Newton the first of January that you had in July on your beef contract?

Mr. Gordon: I don't think it was exactly the same, but there was an understanding. We had no understanding the first day of January as to

what our bids should be. Mr. Willis was not interested directly or indirectly in either of these contracts. I never gave him or any of his family any part of my profit. I think either Ralph Willis or the Warden wrote to Newton telling him the meat wasn't satisfactory.

Mr. McGrath: What did you do when you were notified that the Sedalia beef was bad?

Mr. Gordon: It was stopped.

Mr. McGrath: Was there any cut beef came after that from any other place than Sedalia?

Mr. Gordon: Yes. Cut beef could not come without my knowledge.

Mr. McGrath: Why did you have in your mind to pay Thompson \$45 or \$50 a month?

Mr. Gordon: The understanding in the conversation we had was that he should either put in a little cattle or get a bonus.

Mr. McGrath: What cattle did he put in?

Mr. Gordon: He put in none.

Mr. McGrath: Did he furnish any money to help carry on the contract?

Mr. Gordon: He did not.

Mr. McGrath: Then what did he do for you?

Mr. Gordon: I can't say that he did anything.

Mr. McGrath: Is he a relative of yours?

Mr. Gordon: He is not.

Mr. McGrath: Is he a very poor man?

Mr. Gordon: I don't know.

Mr. McGrath: You didn't give him the money because he was poor or was a relative?

Mr. Gordon: No.

Mr. McGrath: Why, then, did you give it him? What did he do for you in obtaining this contract to entitle him to \$40 or \$50 a month?

Mr. Gordon: He bid higher than I did. We agreed that our bids were not to be lower than a certain amount.

Mr. McGrath: What did you know about the meat that came from St. Louis?

Mr. Gordon: I know that it didn't give satisfaction.

Mr. McGrath: Who first suggested to you to get cut meat from St. Louis?

Mr. Gordon: Mr. Thompson.

Mr. McGrath: Did you tell the Warden about that?

Mr. Gordon: I did not.

Mr. McGrath: Did Thompson buy that beef in St. Louis?

Mr. Gordon: He contracted with Col. Gates to do it. Col. Gates is the man I paid the money to.

Mr. McGrath: Did Thompson tell you what arrangements he made with Gates?

Mr. Gordon: No, sir, I paid Gates the same a pound that I paid Newton. It was \$1.00 a hundred less than I got for my beef. The Warden told me to stop this beef coming from St. Louis. The Warden was not interested, either directly or indirectly, in this contract, nor his son, nor any of his folks, to my knowledge.

JOHN W. GORDON.

JANUARY 26, 1883.

FRANK NEWTON, being duly sworn, testified as follows: I am a live stock dealer and live at Sedalia, Mo.; in 1881 I was in the live stock business and also the butcher business.

Mr. McGrath: Do you remember to have seen an advertisement in the papers by the Warden of the Penitentiary for bids for supplying the Penitentiary with beef?

Mr. Newton: Yes, sir; there was an advertisement in the *Sedalia Democrat*, I think, in December, 1880, for bids for furnishing beef for one year.

Mr. McGrath: Do you remember what that advertisement called for?

Mr. Newton: Good merchantable cattle, on hoof, to net fifty per cent.

Mr. McGrath: Did you make a proposition to the Warden to furnish that beef?

Mr. Newton: Yes, sir; I put in a bid.

Mr. McGrath: Was the contract awarded to your firm?

Mr. Newton: No, sir.

Mr. McGrath: To whom was it awarded?

Mr. Newton: To John Gordon.

Mr. McGrath: Did you have any interest in that contract?

Mr. Newton: I had a slight interest in it; I had a privilege of putting in some beef on the contract; Mr. Gordon and myself had an understanding beforehand that—I suppose you might call it that we sort of pooled the contract, and my part of it was that I was to put in some net beef; we were all to bid for the contract, and no matter which one received it, I was to put in a part of cut beef.

Mr. McGrath: Who else was interested in that contract?

Mr. Newton: John Gordon, Waddy Thompson and myself.

Mr. McGrath: Where did you first see Thompson with regard to that contract?

Mr. Newton: At the Madison House, in this city.

Mr. McGrath: Was that the first time?

Mr. Newton: Yes, sir; we (Gordon, Thompson and myself) met there and called for a room and went upstairs.

Mr. McGrath: Was that before you made your bids?

Mr. Newton: Yes, sir; that was the morning before the bids were put in.

Mr. McGrath: Was that the first time you met Thompson?

Mr. Newton: Yes, sir.

Mr. McGrath: Did you not meet Thompson in Sedalia?

Mr. Newton: I met him several times in Sedalia before this.

Mr. McGrath: Did you have any conversation with Thompson in Sedalia about this contract?

Mr. Newton: I held the contract at the time, and when I met Mr. Thompson he spoke of the advertisement and asked me if I was going to bid for it again.

Mr. McGrath: Did you not agree with Thompson in Sedalia to what you call pool your issues and to come down here and enter into an agreement with Gordon to pool your issues?

M. Newton: No, sir; I came down here to put in a bid and try to get the contract myself.

M. McGrath: How did you come to pool your issues?

Mr. Newton: We were talking together of the contract and some one spoke of the fluctuating market and said a man ought to have a good price, and that we might as well fix to make some money out of it, and that he could get the contract so that a man ought to make some money out of it; Gordon said he didn't think there would be many bids, as the people here were afraid of it, and he was a little afraid of it himself; about this time we called for a room and went up to it to fix it up.

Mr. McGrath: That was where you agreed then that Gordon should be the lowest bidder?

Mr. Newton: No, sir; we had no such agreement.

Mr. McGrath: What do you mean then by pooling your issues?

Mr. Newton: We meant this, that each man should put in his bid at the price he was willing to supply the Penitentiary at, and then the question came up that, supposing one man should take the contract lower than the other two would want to stand to, and then we agreed that whoever the contract was awarded to should take it by himself if the others did not want to take part in it.

Mr. McGrath: Do you mean to state now, under oath, that there was no understanding between you as to what your bids were to be?

Mr. Newton: I do, sir.

Mr. McGrath: Was it not a fact that neither of you were to bid lower than $3\frac{1}{2}$?

Mr. Newton: No, sir; there was no such understanding; Mr. Gordon made the statement that this contract ought not to be taken for less than $3\frac{1}{2}$

and I believe we all sanctioned that, that it ought not to be taken for less than that.

Mr. McGrath: State what extent your interest was in that contract?

Mr. Newton: My interest was that I was to furnish so much net meat.

Mr. McGrath: After you all sanctioned this price, how did you know then that you could have any interest in this contract by furnishing cut beef?

M. Newton: I had been sending cut meat before that to the Penitentiary, when the bid was advertised in the same form, and it hadn't been stopped, and I had not been notified that it would be cut off; in 1876 they had a lot of convicts at Talmage Station, in our county, and they had some butchers and farmers in our county killing sheep and calves so that they might have fresh meat, and it was a great deal of annoyance to them, as they couldn't get it as they wanted; so they came to Sedalia to see us about sending up meat to them daily in quantities to suit them, and we made the arrangement with them; we continued furnishing this meat, and on the strength of it we made contracts with hotels and restaurants in Sedalia, which enabled us to kill more cattle; and we continued along up to the time that the prisoners were taken away from there; when they were taken away those contracts were hanging over us in Sedalia, and to stop sending this meat would put us in a very bad situation; in the meantime they had moved the convicts to Montserrat, and this was when they were moved from there; we made our contracts with the parties in Sedalia for one year; I made the arrangement with Mr. Willis for furnishing this meat prior to 1881.

Mr. McGrath: Was it understood between yourself, Gordon and Thompson that, whoever got the contract, you three were to be interested in it?

Mr. Newton: Yes, sir; my part of the contract was that I was to furnish 200 pounds of net meat daily; I don't know what Mr. Gordon's and Mr. Thompson's part was to be.

Mr. McGrath: How did you know that you would be permitted to furnish this cut beef?

Mr. Newton: We had been furnishing the meat to the Penitentiary for from one cent to one and one-fourth cent a pound less than the other meat came to, and I supposed I could do so still; I did not know positively that I could furnish it, but I took my chances on it.

Mr. McGrath: How much of that cut meat did you furnish?

Mr. Newton: On an average of 200 pounds a day.

Mr. McGrath: How long did you continue to furnish this cut beef after January, 1881?

Mr. Newton: Up to the 13th day of November, 1881.

Mr. McGrath: Who paid you for that beef?

Mr. Newton: Mr. Gordon sent us a draft for it every month.

Mr. McGrath: What was Mr. Gordon's bid for that contract?

Mr. Newton: \$3.75 a hundred.

Mr. McGrath: Was that the price at which the contract was awarded?

Mr. Newton: No, sir; the Warden refused to award it because the bid was too high.

Mr. McGrath: How long after these bids were put in was it until the contract was awarded?

Mr. Newton: I don't know: I went home the same day.

Mr. McGrath: How long after that was it until you received an order to commence sending your meat?

Mr. Newton: I received no order, but I never had stopped sending it and continued sending it up to November 13, 1881. Mr. Gordon commenced paying me from the time he got the contract.

Mr. McGrath: Were you present when the bids were opened?

Mr. Newton: Yes, sir.

Mr. McGrath: Where were they opened?

Mr. Newton: At the Warden's office.

Mr. McGrath: Who opened them?

Mr. Newton: Mr. Willis, the Warden.

Mr. McGrath: Who else was present?

Mr. Newton: Waddy Thompson, Gordon and some other parties.

Mr. McGrath: Then the papers were opened in the presence of the bidders:

Mr. Newton: Yes, sir.

Mr. McGrath: Then, when opened, the Warden said the price was too high?

Mr. Newton: The Warden said, "Mr. Gordon, I won't take the responsibility of letting this contract. The price is too high. I will refer the bids to the Inspectors."

Mr. McGrath: How much of a deposit were you required to make by the terms of the advertisement as a guarantee that you would take the contract if it was awarded to you?

Mr. Newton: A certified check of \$1,000.

Mr. McGrath: Do you remember if there was a reservation in that advertisement giving the Warden and Inspectors the right to reject any and all bids?

Mr. Newton: Yes, sir.

Mr. McGrath: Did the Warden state that he would readvertise for that contract?

Mr. Newton: No, sir.

Mr. McGrath: Have you ever put in estimates before for furnishing meat for the government?

Mr. Newton: Yes, sir. I have been contracting for years.

Mr. McGrath: What is the custom on making awards?

Mr. Newton: It is owing to who the parties are. The custom is to give to the lowest bidder if any were satisfactory.

Mr. McGrath: What would you regard the penalty to be if you did not fulfill the conditions required, you having your certified check on deposit and the award being made to you.

Mr. Newton: I would forfeit the money.

Mr. McGrath: What do you consider your rights in the event of being the lowest bidder?

Mr. Newton: Not anything; they have the right to reject any and all bids, if that clause is in there; if it was not, I would demand the contract.

McGrath: Has it been your experience, when the bids were all rejected, that it was customary for the parties to enter into a private contract for a less price?

Mr. Newton: I never had any experience of that kind; this is the only instance in my experience of that kind.

Mr. McGrath: Do you carry on a pretty large business?

Mr. Newton: We did a pretty extensive business when we were selling meat.

Mr. McGrath: Did you ever pay commission to any one for bringing trade to your place?

Mr. Newton: I don't remember that I ever did.

Mr. McGrath: During the time you were furnishing the meat to the Penitentiary did you ever, directly or indirectly, give any money or other valuable thing to the Warden or any member of his family, or any employe of the Penitentiary, in consideration of being permitted to send this meat?

Mr. Newton: I never gave the Warden, his son, his brother, or any member of his family, nor any employe or officer of the penitentiary, as much as one cigar.

Mr. Downing: In your evidence above you stated you continued to send cut beef until the 13th of November, and then stopped; was this by direction of the Warden, or did you stop on your own account?

Mr. Newton: I stopped on our own account?

Mr. Downing: Was you ever notified by the Warden, between the 1st of February and the 13th of November, not to send any more cut beef?

Mr. Newton: On several occasions he told us that if the meat didn't come in better shape we would have to stop it; some of it was spoilt, and he said he couldn't receive it that way; the complaints were so frequent that we finally stopped it, without being directed to do so by him; the spoilt meat

was thrown away and was charged back to us; I don't know how much the pieces of meat would weigh; as a general thing we didn't send whole quarters; the meat was shipped in boxes and barrels and was consigned to the Missouri Penitentiary; we furnished the boxes and barrels; in the summer time the barrels had lids to them; we did not send the refuse parts of the meat.

Mr. Britts: Will you please describe the meat you sent?

Mr. Newton: We would take a fore quarter of beef, cut it parallel with the ribs, right behind the shoulder, cut the bone out of the neck and saw the end of the shank off; then we would send plate pieces; also parts of the round and rump.

Mr. Britts: Then I understand that the choice pieces were cut out at Sedalia and the balance sent here?

Mr. Newton: No, sir.

Mr. Britts: Then, what part was retained at Sedalia?

Mr. Newton: Some of the choice and some of the worst pieces were kept there.

Mr. Britts: What was the average price of this beef in Sedalia?

Mr. Newton: Eight and ten cents a pound; some of it twelve and one half cents.

Mr. Britts: What was the market value of that which you sent here?

Mr. Newton: From six to nine cents a pound.

Mr. Britts: Then I understand that you was losing money by selling it to the State?

Mr. Newton: Yes sir; that is the reason we quit; we had contracts at Sedalia with hotels, and after they took their meat we had more than we had customers for, and so we sent it here; we either had to send it here or throw it away in the course of time; that is the reason we sold it so cheap; the first thing we cut in the morning was the penitentiary meat; we took a fore quarter of beef and cut it parallel with the rib behind the shoulder, take the bone out of the neck, cut off the point of the shank and put it on the scales; if that didn't fill out the amount we would cut out some of the plate pieces, and round and rump to make up the amount; we kept the loin at Sedalia; I consider the class of beef that I furnished here, two cents a pound better than they furnished here; it has been a long time since I saw a beef killed in the Penitentiary; the last one I saw was in 1880, when I had the contract for furnishing beef; I can't state that I have seen beef hanging up there in the last two years.

Mr. Downing: If you have never seen a beef killed there in the last two years and have never seen any after it was killed, how do you know any thing about the quality of the beef they had there?

Mr. Nowton: I saw the beef in the lot, and I can tell as much about them by that as if it was already slaughtered; the only time they ever got any decent meat to eat in the Penitentiary, was when they got it in barrels and boxes from Newton & Sons; I state this on my oath; I mean to my knowledge.

FRANK NEWTON.

February 1, 1883.

ELIJAH GATES, being duly sworn, testifies as follows: I am 55 years old, reside in St. Joseph, and am in the transfer business.

Mr. McGrath: What business were you engaged in in 1882, from January to September?

Mr. Gates: The commission business in St. Louis.

Mr. McGrath: While in that business did you furnish any supplies to the Missouri Penitentiary?

Mr. Gates: I did sir.

Mr. McGrath: Did you furnish any supplies during the year 1881?

Mr. McGates: Yes sir; I think we furnished supplies in December, 1881, and January, 1882.

Mr. McGrath: What was the nature of those supplies?

Mr. Gates: Potatoes, beans, cut beef and other things, turnips and kraut; no groceries that I remember of.

Mr. McGrath: When you say we, are we to understand you had some one associated with you?

Mr. Gates: The firm was myself and O. F. Guthrie; known as Elijah Gates & Co.

Mr. McGrath: Did you have a contract with the State through any of its officers for supplying any of the goods above enumerated to the Penitentiary?

Mr. Gates: I had no contract with the State, but merely bought goods on written orders of the Warden.

Mr. McGrath: What agreement did you have with the Warden as to your compensation for making these purchases?

Mr. Gates: We received a commission of one and one-half per cent.

Mr. McGrath: What was your method of purchasing those goods?

Mr. Gates: We went around and found where we could buy them cheapest, and there made our purchases.

Mr. McGrath: You did not then have any of these supplies in your own possession?

Mr. Gates: No, sir.

Mr. McGrath: How long were you engaged in so furnishing those goods?

Mr. Gates: Some eight or nine months, from November, 1881, to July, 1882.

Mr. McGrath: Have you any idea from memory as to the extent of your purchases?

Mr. Gates: No, sir; I remember having bought some four or five car loads of potatoes and beans, etc., about a dozen barrels.

Mr. McGrath: What was the extent of those purchases?

Mr. Gates: I don't think it would exceed \$500 a month.

Mr. McGrath: When did you become interested in the purchase of meat for the Penitentiary?

Mr. Gates: I think about the first of December, 1881.

Mr. McGrath: Did you have a contract with anybody for that purchase?

Mr. Gates: An arrangement was made with our house by Mr. Waddy Thompson that we were to furnish him so much cut meat a week for the Penitentiary for two months.

Mr. McGrath: State, if you know, for what price you were to furnish that meat to Mr. Thompson?

Mr. Gates: From six to eight cents.

Mr. McGrath: Did your house have any agreement with Mr. Thompson as to the quality of that meat?

Mr. Gates: It was to be good, sound meat, but not the choice parts; I never saw a pound of the meat.

Mr. McGrath: What do you mean by stating that you told your partner, Mr. Guthrie, when he spoke to you about this meat, that he could do as he pleased about it?

Mr. Gates: I meant this, that in the first place, I was not very favorably struck with the idea of furnishing it to Thompson, and, in the second place, I was afraid the meat would not be as good as it should be.

Mr. McGrath: From whom did you receive your pay for that meat?

Mr. Gates: From Mr. Willis, the Warden of the Penitentiary; a short time after we commenced furnishing it, I was up here and Mr. Willis and I had a conversation with regard to the meat; he did not seem to like the idea of our sending it, and spoke as if he would like to have it stopped; I told him we had made a contract with a party in St. Louis to furnish it for two months, and if they sent such meat as he could receive, and he would do so, I would like to have him do it; Mr. Willis said he, Thompson, had no right to send the meat.

Mr. McGrath: When was it you had this conversation with Mr. Willis?

Mr. Gates: I think the second week in December, 1881.

Mr. McGrath: Do you know if your house acquainted Mr. Willis with the agreement entered into with Mr. Thompson for this meat?

Mr. Gates: I think not; we supposed he knew it.

Mr. McGrath: Then you did have the assent of the Warden to furnish it for two months?

Mr. Gates: Yes, sir; I understood that he gave his assent; at least he did not stop the meat.

Mr. McGrath: Did you continue to send it after that time?

Mr. Gates: No, sir; we only furnished it for two months.

Mr. McGrath: What months were those?

Mr. Gates: December and January.

Mr. McGrath: Did you furnish any meat after that time?

Mr. Gates: No, sir.

Mr. McGrath: Why did you stop sending it then.

Mr. Gates: Because we had only agreed to supply it for two months; the Warden did not order it stopped.

Mr. McGrath: Do you know of any other parties who furnished beef through Thompson after that two months?

Mr. Gates: No, sir, I do not; I never heard of any.

Mr. McGrath: How did it happen that the Warden paid you and not Thompson?

Mr. Gates: It was because we did not want to take Thompson for it.

Mr. McGrath: At the time you made the agreement with Thompson, did he give you any order on the Warden?

Mr. Gates: No, sir, he did not.

Mr. McGrath: It was with Thompson you made the agreement, was it not?

Mr. Gates: Yes, sir.

Mr. McGrath: Did you know at the time you made the agreement that you would get the money from the Warden and not from Thompson?

Mr. Gates: I knew at the time that that was the agreement between Mr. Thompson and Guthrie, that the Warden was to pay it directly to us.

Mr. McGrath: What means did your house take of obtaining the Warden's assent to that agreement?

Mr. Gates: I don't know as we ever thought of that; we simply sent the meat as directed by Thompson.

Mr. McGrath: Did you know Thompson to have any interest in that contract?

Mr. Gates: I did not until Thompson spoke to us about it.

Mr. McGrath: Then you merely furnished the meat on his order, without knowing whether he had a right to do it or not?

Mr. Gates: Yes, sir; there was no doubt in my mind but what he had the right; I didn't question it at all.

Mr. McGrath: Did your house have any previous business relations with Thompson?

Mr. Gates: No, sir; that is all the business relations we ever had with him.

Mr. McGrath: When your house made this arrangement with Thompson, then your house made arrangements with one or more butchers in St. Louis to supply you with the means for fulfilling that arrangement with Thompson?

Mr. Gates: That is exactly what we done.

Mr. McGrath: Did you consider your house responsible to those butchers for its contracts?

Mr. Gates: I did.

Mr. McGrath: And what evidence had you then that Thompson was the proper party to buy these supplies for the Penitentiary?

Mr. Gates: I had no evidence except his word.

Mr. McGrath: Then you did take his word for the ordering of the meat?

Mr. Gates: Yes, sir.

Mr. McGrath: But you did not take his word for the payment of it?

Mr. Gates: Our understanding was that the Warden was to pay for it. That was his (Thompson's) proposition.

Mr. McGrath: If Thompson had not made that proposition, what would you have done?

Mr. Gates: I don't know. I don't know but what I would have bought it on Thompson's word, but the proposition was not made that way.

Mr. McGrath: Did he give you any reason why the Warden should pay it, and not himself?

Mr. Gates: No, sir, I don't know that he did.

Mr. McGrath: How did you make out your bills for that meat?

Mr. Gates: We made it out to the Warden of the Penitentiary for so much meat furnished.

Mr. McGrath: Were you ever informed of any of that meat coming here in a damaged condition?

Mr. Gates: Yes, sir, I was.

Mr. McGrath: By whom were you informed?

Mr. Gates: I learned it from the return of my bills showing how much meat I had sent, and how much had been charged back as damaged meat.

Mr. McGrath: Have you any idea as to the amount of meat furnished during this time?

Mr. Gates: I don't know the amount, but the bills will show it. The whole money transaction, I think, was \$842.

Mr. McGrath: Have you any idea how much meat was damaged during the time?

Mr. Gates: I can't state that, but there was a considerable quantity of it damaged that we were charged with.

Mr. McGrath: You say the total transaction was \$840?

Mr. Gates: I think so, sir.

Mr. McGrath: And you only furnished that meat for two months?

Mr. Gates: Yes, sir.

Mr. McGrath: Do you remember what price per pound you got for it?

Mr. Gates: I think it was from six to eight cents.

Mr. McGrath: Did Thompson tell you at what price he was to furnish the meat to the State?

Mr. Gates: I don't think he did.

Mr. McGrath: Did you ever learn from any source what contract the State had made with Thompson or with other parties?

Mr. Gates: No, sir.

Mr. McGrath: You did not know then that they were paying you more for the meat than they themselves got?

Mr. Gates: No, sir; I knew nothing about what they were getting.

Mr. McGrath: But you are satisfied that your price was from six to eight cents per pound?

Mr. Gates: Yes, sir.

Mr. McGrath: What was the nature of your contract with the parties in St. Louis?

Mr. Gates: They were to furnish it on board the cars for from $3\frac{1}{2}$ to 4 cents per pound.

Mr. McGrath: Who paid the freight on it?

Mr. Gates: We paid the freight.

Mr. McGrath: How much is the freight per 100?

Mr. Gates: I can't say.

Mr. McGrath: Was the Warden interested directly or indirectly in that purchase; did he have any pecuniary interest in it?

Mr. Gates: No, sir.

Mr. McGrath: Do you know whether or not your house ever paid any compensation to the Warden, either in money or any other valuable article, directly or indirectly, in consideration of his allowing that contract to stand between you and Thompson?

Mr. Gates: Neither in that or anything else.

Mr. McGrath: Did you have any conversation with any of the Inspectors on this beef contract?

Mr. Gates: No, sir; I never had a word with either of them.

Mr. McGrath: Then you don't know that they had any knowledge of this transaction?

Mr. Gates: I don't.

Mr. Downing: Did you make out a bill for these shipments of meat?

Mr. Gates: Mr. Johnson, our book-keeper, attended to that, and I don't know whether the bill for the beef was made out separate or included with other articles.

Mr. Downing: Were any bills ever receipted by you for cut meat?

Mr. Gates: No, sir; but I signed receipts and sent them back to the Warden.

Mr. Downing: Please state where the bills are, if any were ever rendered?

Mr. Gates: I think they are in my desk in St. Louis.

Mr. Downing: Will the bills show the amount of spoiled meat?

Mr. Gates: I think so, sir.

ELIJAH GATES.

January 31, 1883.

J. B. TOLIN, being duly sworn, testifies as follows: I have charge of the Penitentiary stables and have had charge of them since May or near May, two years ago; I kept the books of the stable—that is they are in my charge, but I have a book-keeper to attend to the work; I have a book in which is kept the amount of feed received, including hay, corn, oats and bran; my books will show the number of horses, other than those belonging to the State, kept at the stable, and also the number of mules owned by the State; I have held this position in the years 1881 and 1882; I was suspended for a while the first of the year, 1881, but no cause was given; I was suspended by the Warden; at the time I was suspended I was not holding the position I do now; Mr. Ruthven then had charge of the stables; I was first appointed to that position in May, 1881; when I first went there there were two horses there which did not belong to the State; one belonged to Capt. Todd and one to Mr. Ruthven; Capt. Todd had three horses there part of the time and part of the time two; for several months Capt. Todd did not have a horse, but afterwards bought one; this became lame and was put on pasture and he then bought two ponies; I could tell how long they were there by referring to my books; I don't think he had the three there more than two weeks at a time; I remember when Capt. Todd took some horses to St. Louis, but don't remember the date; I think he shipped seven horses; they were kept at the old Penitentiary stables; these have no connection with the stables under my charge and I had nothing to do with them.

Mr. Downing: Did you furnish any feed to Capt. Todd for these horses kept by him?

Mr. Tolin: Not to Capt. Todd; I furnished in this way: Sometimes they would get out of feed and would borrow a load of corn from me, and when they got some corn they returned it; this only happened once or twice; some of the horses were there a month and some not so long; I remember

when Mr. Walker came to the stables ; I think it was last September ; I never furnished any oats, hay or bran to Captain Todd for those horses, or to any one for him ; I kept a list of the horses entered at the State stables other than those belonging to the State : I always kept an entry in my book of all horses kept there, except the two horses owned by the Warden ; these were there when I went there ; I did not keep a record of any of the stock that was there when I went there ; I supposed the Warden had a right to keep his horses there and didn't keep any account of them ; they were used in the prison wagon every day ; they were worked the same as the other horses ; Peter Willis kept one horse there ; I kept an account of that horse ; he was kept there between two and three months ; I had a horse there ; the first year I went there I bought me a saddle horse ; the State furnished me a horse to ride, but they were out of a horse at the time, and I told the Warden I would buy one if they would keep it ; he agreed ; I bought the horse in June, 1881, and kept it until May, 1882 ; John Gates had a horse there ; I think he got the horse in March, 1882, and kept him until in June or July ; Col. Gates had a horse there about three months ; Dr. Winston kept his horse there part of the time ; he kept it there off and on from the time I went there until the Inspectors' investigation ; he had two there while he was in St. Louis ; it might have been two or three weeks ; Capt. Bradbury kept a horse there a while in the summer of 1881, and again last spring, about a month at a time ; Gov. Crittenden had a horse there four months ; it came there early in the spring and remained about four months ; Mr. Tuttle had a horse there a month ; Mr. Tuttle is one of the employes at the prison ; that was all ; my books show that all these horses have been kept there, and for what-length of time ; my books do not show what amount of feed has been distributed to them ; I am certain of that ; no cows were kept there for any one ; I never let any feed go out for cows, but have loaned a load of bran to the Warden ; he returned the bran, pound for pound ; I also loaned him a load of corn ; I did not loan him any hay or oats ; I had nothing to do with any cows ; they were all kept at the old stables ; they were in charge of a prisoner, who did the milking ; no one kept cows there that I know of except the Warden.

Mr. Downing : When you state above that there were only two horses kept there other than those belonging to the State, you were mistaken, were you not ?

Mr. Tolon : Yes, sir ; I meant that there were only two horses that I didn't keep account of.

Mr. Downing : How many different horses were kept there during this time other than those belonging to the State ?

Mr. Tolon : Twelve, for the length of time as specified above ; the old stables are on the street, just south of the Centennial hall, outside of the prison walls ; when the new stables were built the old stables were abandoned

and were used as a dairy ; they are about a block from the new stables ; no feed was taken from the new stables to the old, except as I have stated above.

Mr. Downing: You state above that no account was kept of this feed distributed to these horses kept at the new stable. Am I correct?

Mr. Tolin: Yes, sir.

Mr. Downing: Then, did you make any charges against these parties for keeping their horses?

Mr. Tolin: No, sir. I desire to explain this. I kept a record of those horses from the time they came in until they went out. Once a month I made out an account of this and all other transactions, and sent it to the Warden's office.

Mr. Downing: Please refer to your books and state how many horses you had there, other than those belonging to the State, on the 6th day of May, 1882?

Mr. Tolin: Ten horses.

Mr. Downing: Refer to your books and see if you didn't have more than two charged to Capt. Todd on the 6th of May, 1882.

Mr. Tolin: My books show six other horses charged to Capt. Todd on that day.

Mr. Downing: Do your books show that a horse was charged to Mr. Ruthven on that date, or about that time?

Mr. Tolin: No, sir.

Mr. Downing: State whether or not you have Peter Willis charged for keeping a horse, on your books?

Mr. Tolin: No, sir.

Mr. Downing: State whether or not you have J. B. Tolin charged for keeping a horse, on your books?

Mr. Tolin: No, sir.

Mr. Downing: Then you were mistaken when you stated above that the Warden's two horses were the only ones of which no account was kept?

Mr. Tolin: Yes, sir. The State furnishes the men who have charge of the stables a horse to ride, but they had none when I went in, and I bought one and kept it there. They are now furnishing me one. I used my horse in doing the work of the State. I mean the Warden permitted me to keep one. No account was kept of the horse kept there by Peter Willis. There were no other horses kept there, of which no account was kept, except these four. I am certain of this.

Mr. Downing: Can you State whether or not these horses spoken of above were removed prior to October 6, 1882?

Mr. Tolin: They were.

Mr. Downing: Why didn't you keep an account of the horse of Peter Willis, the two horses of Warden Willis and your horse?

Mr. Tolin: I never was directed to keep an account of those horses.

Mr. Downing: Were you ever directed to keep an account of the other horses?

Mr. Tolin: Yes, sir.

Mr. Downing: By whom?

Mr. Tolin: By the Warden.

Mr. Downing: Did he ever directly or indirectly, tell you not to keep an account of the horses of Peter Willis, J. R. Willis, or your own?

Mr. Tolin: No, sir.

Mr. Downing: Did he know that you kept those horses there?

Mr. Tolin: Yes, sir.

Mr. Downing: What were these four horses used for?

Mr. Tolin: They were used for the interest of the State.

Mr. Downing: Were you required in your employment to furnish horses for the use of the State?

Mr. Tolin: No, sir.

Mr. Downing: You just kept the horse there for the accommodation of the State?

Mr. Tolin: It is necessary for the man in charge of the stables to use a horse; when I went there I took Mr. Ruthven's place; he had been using his own horse; the Warden told me to use Mr. Ruthven's horse until he could buy one; I told the Warden I would buy a horse myself if they would keep it and he consented; there was nothing said about it after this until the order of the Inspectors, when Mr. Willis told me I would have to remove my horse and I did so; there was no understanding that Mr. Willis was to receive any pecuniary benefit from keeping my horse and I did not work for any less than I would otherwise.

Mr. McGrath: Who keeps these books?

Mr. Tolin: A prisoner by the name of Phelps.

Mr. McGrath: Do you ever examine them?

Mr. Tolin: Yes, sir.

Mr. McGrath: Who makes out the bills from them?

Mr. Tolin: The clerk in the Warden's office.

Mr. McGrath: How do you know when those bills are made out?

Mr. Tolin: I don't know that they were made out.

Mr. McGrath: This is in the nature of a day book?

Mr. Tolin: Yes, sir.

Mr. McGrath: When do you return them to the office?

Mr. Tolin: The first of every month.

Mr. McGrath: I see you have many entries for off haul charged to different parties; what do you call that?

Mr. Tolin: It is the waste lumber, the slabs around the big saw.

Mr. McGrath: Do you know how that is sold by the load?

Mr. Tolin: No, sir.

Mr. McGrath: Then you don't know that any bills are made out?

Mr. Tolin: I know some have been made out because I have collected some of them.

Mr. McGrath: Can you tell me why those leaves—from 84 to 91 were cut out of this book?

Mr. Tolin: I don't know; at the time of the investigation of the Inspectors, the book was taken to the Warden's office and they were missing when the books were returned to me; I discovered this first when looking through the books for some accounts.

Mr. McGrath: Do you remember what those leaves contained?

Mr. Tolin: No, sir.

Mr. McGrath: When you missed them, did you ever call any one's attention to it?

Mr. Tolin: Yes, sir; I spoke to the Warden.

Mr. McGrath: What did he say?

Mr. Tolin: He said he knew nothing about it and told me to see the clerk.

Mr. McGrath: Did you see the clerk?

Mr. Tolin: Yes, sir; the clerk said he knew nothing about it; that the book was all right when it left the office; the clerk at the stables has charge of the books in the day time and at night they are locked up in the stable; I take the books to the Warden's office the first of every month.

Mr. McGrath: Do you make a practice of examining them at the end of the month to see your month's work?

Mr. Tolin: Yes, sir.

Mr. McGrath: Are you satisfied the book was all right when you took it to the office?

Mr. Tolin: No, sir.

Mr. McGrath: At what time did this occur?

Mr. Tolin: It was while the Inspectors were making their investigation; when it came back the leaves were gone; that is all I know about it.

Mr. McGrath: Who owns the steamboat mentioned here?

Mr. Tolin: A. J. Stein.

Mr. McGrath: Has A. J. Stein a contract with the Penitentiary for hauling?

Mr. Tolin: He did have.

Mr. McGrath: What was the nature of it?

Mr. Tolin: I don't know.

Mr. McGrath: Have you got an account of how much corn, hay, oats, etc., you receive monthly?

Mr. Tolin: Yes, sir; I can't tell how much, though, without my book.

Mr. McGrath: Through whom do these order come that, I see by your book, you fill all over town?

Mr. Tolin: From the Warden's office.

Mr. McGrath: You merely receive the order from the office, and then fill it?

Mr. Tolin: Yes, sir.

Mr. McGrath: You do a pretty large business with the citizens here, do you not?

Mr. Tolin: Yes, sir.

Mr. McGrath: Can the teams under your charge be used for any purpose without your knowledge?

Mr. Tolin: No, sir.

Mr. McGrath: Do you know the Warden's brother who is farming over the river?

Mr. Tolin: Yes, sir.

Mr. McGrath: How often have your teams been sent over to his farm?

Mr. Tolin: Never.

Mr. McGrath: Have you charge of all teams belonging to the State?

Mr. Tolin: All on this side of the river.

Mr. McGrath: How many teams are there on the State farm?

Mr. Tolin: Three.

Mr. McGrath: You have no charge of those, and do not know what disposition is made of them.

Mr. Tolin: No, sir.

Mr. McGrath: Do the Inspectors ever examine your books?

Mr. Tolin: No, sir.

Mr. McGrath: Did they ever examine you?

Mr. Tolin: No, sir.

Mr. McGrath: Is it your understanding that everything in these books is paid for?

Mr. Tolin: Yes, sir.

Mr. McGrath: How do you know that?

Mr. Tolin: I don't know, but I suppose they would not want me to keep those books, if they were not to be paid for; they are sent to the office once a month; I don't know why some are marked paid and others not; I suppose the accounts marked out have been settled; it is my understanding there are some bad debts on these books.

Mr. McGrath: Do you receive everything that comes from the State farm?

Mr. Tolin: Yes, sir.

Mr. McGrath: What amount of corn, oats and hay have you used at that stable?

Mr. Tolin: - In answer to this question, I submit the following, taken from my books:

MISSOURI PENITENTIARY STABLE.

OATS RECEIVED IN THE YEAR 1882.

April 7.	Oats from Latshaw & Co.....	26,426 pounds net
July 13.	Oats from Latshaw & Co.....	19,405 pounds net
	Total pounds.....	45,831
	Total bushels.....	1,432.07

CORN RECEIVED IN YEAR 1882.

May 1.	Corn from Dulle & Co.....	15,526
10.	Corn from Dulle & Co.....	42,299
11.	Corn from Dulle & Co.....	27,356
June 22.	Corn from Dulle & Co.....	27,954
Aug. 2.	Corn from Dulle & Co.....	26,895
	Total pounds....	140,030
	Total bushels.....	2,500.20

HAY RECEIVED IN YEAR 1882.

March 30.	Hay from C. Ewing.....	9,590
June 12.	Hay from -----	21,340
Dec. 18.	Hay from S. Kaufman.....	25,180
Dec. 18.	Hay from J. Swalley.....	1,965
	Total pounds.....	58,075

The above represents all hay and grain received for Missouri Penitentiary stable, unless there be small quantity, and that will be found on seal book.

Mr. Downing: You have made no further inquiries to find out about those leaves that are cut out?

Mr. Tolin: No, sir.

Mr. McGrath: How did you discover them?

Mr. Tolin: I was looking over the accounts.

Mr. McGrath: Did you ever discover any other leaves cut out of any other book?

Mr. Tolin: No, sir.

Mr. McGrath: Take this stable book and see if you know anything of the leaves cut out of it from pages 60 to 65?

Mr. Tolin: This is the book I had reference to before when I said I discovered that the leaves were missing after the investigation; I was mistaken with regard to the other book; I don't think there was anything at all on those pages—from 84 to 91; the stable book is the one I made the enquiry about; I thought it was the stable book you spoke of yesterday.

Mr. Downing: I see here that you have an entry to J. L. Smith for delivering some corn. Where was that from?

Mr. Tolin: From the prison; there was 35 bushels and 56 pounds; this was August 10, 1881.

Mr. Downing: State, if you know, to whom you delivered corn, oats or hay at other times, belonging to the State, within the last two years?

Mr. Tolin: August 4, 1881, we delivered 460 pounds of oats to Jacob Strauss; also to the same party, 23 bushels, August 9; also 170 pounds of corn, August 15; to Priesmeyer, 90 pounds of oats in August; also to same party, 110 pounds oats, August 23; also two loads of water; we delivered more or less of these things to parties outside the Penitentiary from the first of May, 1881, to September, 1882.

Mr. McGrath: What do you do with the orders you receive from the Warden?

Mr. Tolin: I have most of them on file.

Mr. Downing: About how many orders have you received from the Warden to deliver grain, hay, oats, wood or coal to parties outside of the Penitentiary?

Mr. Tolin: I can't say how many; I have been directed by him to deliver corn, oats, wood and coal to contractors and employes of the Penitentiary, but can't say how many; you will find everything that we have hauled on this book; I have kept an account of all orders for hauling for parties outside of the Penitentiary and they will be found in these books; the corn, oats and hay referred to above, were not sold, but were merely loaned to the parties; the coal and wood was sold, but the hay, corn and oats was not; I know they were not sold because the parties returned them.

Mr. Downing: Your books show that these things were delivered to the parties above-mentioned. Please point out on your books when they were returned?

Mr. Tolin: We never put them on our books when they were returned.

Mr. Britts: In your transactions, then, you consider that the State lost nothing?

Mr. Tolin: Never a dollar.

FEBRUARY 7, 1883.

J. B. TOLIN.

JOHN T. LEWIS, of lawful age, being duly sworn, testifies as follows:

I have charge of the cooking department of the Missouri Penitentiary and the table and diningroom. I have had charge of this department from January 1, 1881, to the present time. My duty is to attend the cooking department and see if the prisoners get full rations properly served. Cut meat first began to be received at the penitentiary on the 1st of January, 1881. This came from Newton & Son, from Sedalia, and continued to be received up to the 13th of September, 1881. The total number of pounds received between these dates was 45,000 pounds. No more was received then until November 8, 1881, when it began to arrive from Gates & Co., St. Louis. They continued to send it until December 31, 1881, and furnished within this time 13,889 pounds; no cut meat has been received since the 31st of December, 1881; I obtain the information given above from the books of the commissary department of the Missouri Penitentiary; the average number of pounds received per day while this beef was being received, was, for 309 days, 191 pounds per day; this cut beef consisted of a portion of the fore-quarters, hind-quarters, necks and shanks; for the months of January, February, March and April, 1881, it was tolerably fair meat; I do not think any was rejected during these four months, of this scrap meat; about the 25th of April I think there was some complaint of spoilt meat; I got Capt. Bradbury to come down and look at it; this occurred at the cutting block; we threw out 35 or 40 pounds; I mean to say that this complaint was made first to Capt. Bradbury by the prisoners, and then to me; of this rejected meat some was neck, and looked as if it had been hanging up in a butcher's shop for two or three days; the meat received from May 1st to September 13th, was of the same kind, but not of so good a quality; there was more sour meat; it looked like meat that had been left over in a butcher shop; it sometimes had ice on it, but the ice having melted, made it worse than if it had had no ice; the meat was shipped in barrels; this meat came in this spoilt condition once or twice a month; I cannot remember positively how often; whenever we found spoilt meat it was sent back to the commissary and reweighed and thrown away; I don't remember of any occasion when spoilt meat was cooked; if such meat was cooked it was by mistake; I had orders from the Warden to reject any spoilt meat and return it to the commissary; on several occasions the Warden himself came to the cut bench and told me to take the entire lot back to the commissary; when meat was taken back I understand it was weighed back by the commissary, and the books show the amount; the beef received from St. Louis was better than that received from Sedalia, some of the pieces being whole quarters and less bone; on several occasions I found damaged meat in the lot received from St. Louis and called the Warden's attention to it; on one occasion he ordered me to throw the entire lot away; all of the St. Louis meat was received in sacks; the Warden's

order to me was to reject and throw away all spoilt meat—that is, that I should return it to the commissary department; the sacks referred to were large gunny sacks; none of this spoilt cut meat was ever served to the convicts on the table; none was ever found in the kettles while being cooked; about one-half of the cut meat was used as hash, and half as dinner meat; the hash meat was first put in a kettle and cooked; the bones were then taken out and the meat cut up fine and made into hash; the hash was composed of potatoes, bread and meat.

In the Spring when the potatoes are soured, the hash was sometimes soured; I mean the potatoes were the cause of the sour hash; the bread made it better; the bread was not put in the hash because the cut meat was used; Capt. Bradbury first heard the complaint of the spoilt meat from the prisoners and reported the fact to me; this was about the last of April, 1881; I spoke to Capt. Bradbury about it three or four times before the 25th of April, and also spoke to the Warden; I had general orders from the Warden to reject all spoilt provisions, but about this time I had special orders from the Warden to reject spoilt meat; the Sedalia meat was received in large whisky barrels, with a wooden top to it; it generally had ice on it, but sometimes the ice had melted; the cut meat from Sedalia seemed to be the meat left over from a butcher's shop, the choice portions of the hind quarters having been taken out, and also the three first ribs of the fore quarters; this was generally the case, but not always; I do not remember to have seen more than one shank at a time in one lot of meat, and I watched that thing; it is difficult to pack this kind of cut meat in close barrels in Summer time, from which the gas cannot escape, from Sedalia to this place, and have it arrive in good order; the meat that was shipped in the night, and which was received here in the morning, was generally in better condition than that arrived in the afternoon; none of this meat was equal to the meat butchered here; I do not know what per cent. of the number of packages of this meat shipped from Sedalia, during the months of June, July and August contained small pieces of sour meat; the meat was some of it sound and some not sound; I can approximate what portion was sound; I have seen unsound meat in the barrels, and once in a while on the scales in the commissary department; I have sometimes discovered this unsound meat on the cut blocks, and have thrown out from 25 to 50 pounds at a time; I do not remember to have had a consultation with Capt. Bradbury about spoilt cut meat after being put in the kettles, and throwing the whole batch away; I remember the occasion when the meat in the kettles was all thrown away and salt meat substituted, but my recollection is that the spoilt meat was corned beef and not cut meat; sometimes the convicts would complain of sour hash when using cut meat; potatoes, onions, bread and bacon was used in making hash, but no bread was used in the Summer months; after

stripping the meat from the bones to make hash, the bones constituted one-third of the weight; Peter Willis, the commissary, had better opportunities than I for examining the quality of this meat; on one occasion the Warden's attention was called to the spoilt meat; he became very angry and ordered the meat shipped back to Sedalia, that the parties there might see the condition in which it was received; after that the beef came better; on one occasion the Warden picked up some shank that came from St. Louis and wrapped them in paper and shipped them back to St. Louis; the objection was that the meat was cut off the shanks; I have seen some fly blows on the cut meat, but not often; I did not know that Waddy Thompson had any connection with this cut meat business; I don't know that Waddy Thompson has furnished any flour; I don't know who are the partners in the firm of Gates & Co.

J. T. LEWIS.

March 5, 1883.

JAMES R. WILLIS, being duly sworn, testifies as follows: I am Warden of the Missouri Penitentiary, and have held that position since 1877; as Warden, I have general superintendence of the affairs of the prison; I have charge of all contracts, purchases, sales, receipts and disbursements of the Penitentiary; I also have superintendence of the government, the discipline and police regulations; I have power to appoint the deputy warden, chief clerk, chaplain, matron and all other subordinate officers and employes, all subject to the approval of the Inspectors; when I came into office, in 1877, I took a list of my officers to the Inspectors and they were approved.

Mr. Downing: Has the present Board of Inspectors approved your list of appointments?

Mr. Willis: They did, as the records at the prison will show; it is my duty as Warden to prescribe the articles of food and the quantity and quality of each kind for the convicts; I have done this without the approval of the Inspectors; I have charge of the buildings, tools, implements, stock, provisions and every other description of property pertaining to the Penitentiary, belonging to the State; I keep accounts of the same; I buy the provisions, the clothing, medicines, forage, fuel and all other necessary supplies for the Penitentiary.

Mr. Downing: Have you made these purchases, contracts, with the consent and approval of the Inspectors?

Mr. Willis: I have never consulted them about the purchase of anything whatever, except the purchase of gross beef and some mules, (8 or 9); immediately after the present Board of Inspectors came into office I called on them and asked of them to examine carefully into my system of managing the prison; that under the former Board I had been allowed a great deal

of latitude, in fact, a *carte blanche*; that my system had been liberal, some say broad gauge; my enemies call it extravagant; and that I wanted them to examine carefully into my system, as I desired to run the Penitentiary in accordance with their views; this I repeated to some of the Inspectors more than once; they told me to go on and manage it just as I had done heretofore and when they saw anything to complain of they would notify me of it; so far as the office is concerned, so far as making purchases, prescribing articles of food, the money concerns, the purchase and sale of articles provided for the Penitentiary, or sold on account thereof, I managed it for twenty months—for the year 1881 and up to the last of August, 1882—entirely, without consulting or being consulted by the Inspectors, except in one item for the contract and purchase of gross beef and some mules; during those twenty months they never examined my books once and, I think, never opened them; I think the Inspectors visited the prison about once a month; it was their custom, but I think they missed one or two months; they would always go inside and go through the shops, and the dining-room, and the hospital, to see how things were conducted there; I made a monthly statement to the Inspectors of moneys received, and from what source, and of all disbursements, and to whom paid, and exhibited vouchers for the same; I bought everything in open market, except the gross beef; this includes flour, sugar, coffee and all necessary supplies, including \$15,000 worth of shoulder meat; the largest purchase at any time was \$4,083.75, and these purchases run all the way from this sum down to twenty-five cents; none of these purchases were ever made by advertisement nor ever let to the lowest bidder under an advertisement; the principal merchants I have made purchases of are as follows: Udell, Schmieding & Co., Nave & McCord, H. L. Fox & Co., L. M. Rumsey & Co., W. P. Howard & Co., Missouri Glass Co., Bridge, Beach & Co., Crow, Hargadine & Co., Norton & Wieder, Graff, Bennett & Co., Geo. K. Hopkins & Co., J. J. Daly & Co., Geo. D. Barnard & Co., Simmons Hardware Co., Goddard, Peck & Co., B. Horton & Co., Elijah Gates & Co., Smith, Beggs & Rankin Machine Co., J. F. Imbs & Co., H. S. Falter Manufacturing Co., Kupferle Bros., J. F. Wangler, Schulenburg Lumber Co., N. O. Nelson & Co., A. C. Dunlevy, Laclede Fire-brick Co., Shickle, Harrison & Co., Evans & Howard, all of St. Louis; Nave-McCord Mercantile Co. of St. Joseph; A. L. Ide of Springfield, Ill.; H. Martin & Co., Lancaster, Pa.; S. I. Polk & Co., Chicago; H. J. Latshaw & Co., Kansas City; Jas. Smith & Co., Philadelphia; John T. Craven, Henry & Johnson, G. H. Dulle & Sons, Jefferson City Gas Co., John W. Gordon, Beckers & Brooks, Steamer Hillman, Scovern & Goldsmith and H. Clay Ewing of Jefferson City.

Mr. Downing: Will you please state fully how you let your first beef contract after January 1, 1881?

Mr. Willis: I advertised in three newspapers of general circulation in January, 1881, for proposals for furnishing beef for the Missouri Penitentiary, as appears from the advertisement annexed to the contract; the bids were received on February 8, and the contract awarded to John W. Gordon; I had a written contract with John W. Gordon, of which the following is a copy:

PROPOSALS FOR BEEF.

OFFICE OF MISSOURI PENITENTIARY, }
January 24, 1881. }

Sealed proposals will be received at this office until noon February 8, 1881, for furnishing the Missouri Penitentiary with beef, native steers, cows and heifers, on the hoof, such as is known in this market as butchers' beef, none to weigh less than 750 pounds gross, to be delivered in quantities to suit the daily demand, until July 1, 1881.

All beef must net fifty per cent., and be delivered at the Penitentiary. All bids must be accompanied with a certified check for one thousand (\$1,000) dollars, as a guarantee that if the award is made, the contract will be entered into with a good and sufficient bond.

The right is reserved to reject any or all bids.

(Signed)

J. R. WILLIS, Warden.

Approved:

(Signed) PHIL. E. CHAPPELL, }
(Signed) JOHN WALKER, } Inspectors.
(Signed) D. H. McINTYRE, }

This agreement, made and entered into this the 8th day of February, A. D. 1881, by and between John W. Gordon, of the City of Jefferson, Cole county and State of Missouri, party of the first part, and J. R. Willis, Warden, of the Missouri Penitentiary, party of the second part, witnesseth:

That the said party of the first part, having been awarded the contract for furnishing beef to the Missouri Penitentiary until July 1, 1881, hereby agrees to furnish native steers, cows and heifers, on the hoof, such as is known in this market as butchers' beef, none to weigh less than 750 pounds gross, to be delivered in quantities to suit the daily demand, until July 1, 1881. All beef must net fifty per cent. and be delivered at the Penitentiary.

The said party of the second part agrees to pay, for every hundred pounds delivered, the sum of three dollars and sixty-two and one-half cents, such payments to be made thirty-two days after the end of the month during which the beef was furnished.

It is agreed that in case the said party of the first part at any time fails to deliver and furnish a sufficient quantity of beef, as herein required, that

the said party of the second part shall have the right to go into open market and purchase a sufficient quantity to suit the demand; and the said party of the first part is to be liable for, and hereby agrees to pay, whatever the said party of the second part may be required to pay out for such purchase.

The delivery of beef under this contract to commence on the first day of January, A. D. 1881.

In witness whereof we have hereunto set our hands and seals this the eighth day of February, 1881.

(Signed) JOHN W. JORDON, [L. s.]

(Signed) J. R. WILLIS, [L. s.]

Warden Mo. Penitentiary.

Approved:

(Signed) PHIL. E. CHAPPELL, }
 (Signed) JOHN WALKER, } Inspectors.
 (Signed) D. H. McINTYRE, }

The following is a copy of the contract and advertisement at the July, 1881. letting:

PROPOSALS FOR BEEF.

OFFICE OF MISSOURI PENITENTIARY, }
 June 14, 1881. }

Sealed proposals will be received at this office until noon July 1, 1881, for furnishing the Missouri Penitentiary with beef—native steers, cows and heifers—on the hoof, such as is known in this market as butcher's beef, none to weigh less than 750 pounds gross, to be delivered in quantities to suit the daily demand until July 1, 1882. All beef must net 50 per cent. and be delivered at the Penitentiary. All bids must be accompanied with a certified check for one thousand (\$1,000) dollars as a guarantee that if the award is made the contract will be entered into with a good and sufficient bond.

The right is reserved to reject any or all bids.

(Signed) J. R. WILLIS, Warden.

Approved:

PHIL E. CHAPPELL, }
 JOHN WALKER, } Inspectors.
 D. H. McINTYRE, }

This agreement made and entered into this 1st day of July, 1881. By and between John W. Gordon of the City of Jefferson, Cole county and State of Missouri, party of the first part, and J. R. Willis, Warden of the Missouri State Penitentiary, party of the second part, witnesseth.

That the said party of the first part having been awarded the contract for furnishing beef to the Missouri State Penitentiary until July 1, 1882, hereby agrees to furnish native steers, cows and heifers on the hoof. such as

is known in this market as butcher's beef, none to weigh less than 750 pounds gross, to be delivered in quantities to suit the daily demand until July 1, 1882. All beef must net fifty per cent. and be delivered at the Penitentiary.

The said party of the second part agrees to pay for every hundred pounds delivered during the months of July, August, September, October, November and December, 1881, the sum of three dollars and fifty cents (\$3.50) and for every hundred pounds delivered during the months of January, February, March, April, May and June, 1882, the sum of three dollars and ninety-eight cents (\$3.98). Such payments to be made thirty-two (32) days after the end of the month during which the beef was furnished.

It is agreed that in case the said party of the first part, at any time fails to deliver and furnish a sufficient quantity of beef as herein required, that the said party of the second part shall have the right to go into open market and purchase a sufficient quantity to suit the demand and the said party of the first part is to be liable for, and hereby agrees to pay, whatever excess over this contract price the said party of the second part may be required to pay out for such purchases and also all expenses and costs incidental to the purchasing and delivering of the same that may be incurred by the party of the second part.

The delivery of beef under this contract to commence on 1st day of July, 1881.

In witness whereof we have hereunto set our hands and seals this twenty-third day of July, 1881.

(Signed)

JOHN W. GORDON. [L.s.]

(Signed)

J. R. WILLIS, [L.s.]

Warden Missouri Penitentiary.

Approved:

_____,
_____,
_____, } Inspectors.

This contract calls for what is known in this market as butcher's beef, to net 50 per cent., by which is meant or which is arrived at by weighing the beef net and doubling the gross price.

Mr. Downing: Will you please state fully and particularly whether or not you received, for the use of the Penitentiary, during the years 1881 and 1882, any other beef, from any other source, from where and whom?

Mr. Willis: Newton & Sons had a contract to furnish beef, which run to January 1, 1881; during the latter part of 1880 the beef was delivered for them by Gordon; at the expiration of that contract a verbal agreement was entered into with Gordon to continue to furnish beef until the new contract was awarded by advertisement, and that the price to be paid him should

be the same as that to be fixed by the contract afterwards to be made, which award was made about the first part of February; there was no understanding between Gordon and myself that he was to have the contract in February, 1881; on the 1st of January, 1881, I was receiving cut beef from Newton & Son; this arrangement was continued without special arrangement until the letting of the contract in February, 1881; the amount of cut beef received at this time, that is in January, 1881, was from 150 to 200 pounds per day; I had an arrangement with Newton & Son in 1880, who were at that time the contractors, and who were furnishing beef here and also to the prisoners at the Montserrat mines, by which they were to furnish cut beef to the prisoners at the mines, enough to supply the daily demand for feeding 175 to 350 prisoners, with a reservation on my part to use as much bacon as I might wish; in July, 1880, Newton & Son ceased to be the contractors to supply the beef at the mines, and asked the privilege of being allowed to supply the cut beef, in the same amount, on their contract at the prison, which was agreed to; this beef was to be furnished at one and a quarter cents a pound less than the net beef which they furnished on foot; under this agreement the cut beef continued to be furnished up to the letting of the contract in February, 1881; Mr. Gordon got the contract in February, 1881; I don't remember the details of the letting at this time; I agreed with Mr. Gordon that he might continue to put in the cut beef, but don't remember whether this agreement was made before or after the letting of the contract; I don't remember the details of this conversation; this contract expired on the 1st of July, 1881, and the cut beef continued to be received from Sedalia under this agreement up to that time; no one was present during the conversation between Mr. Gordon and myself, when the arrangement was made about the cut beef under the contract entered into in February, 1881; no one came with Mr. Gordon to me in reference to the cut beef arrangement; I remember of no conversation with Mr. Gordon except in my office; I had no understanding or arrangement with any other person except Mr. Gordon about the cut beef; I had a knowledge at the time of this conversation with Gordon that Waddy Thompson had been a partner with Newton & Son in their beef contract up to that time; I did not know at the time the bids were opened in February, 1881, that there had been any combination or understanding between the bidders—Thompson, Gordon and Newton & Son—as to what the bids were to be, or as to who was to put in the lowest bid, or as to what interest, if any, they had in it; it is possible and probable, but I don't remember that Gordon might have asked me before the letting of the February, 1881, contract whether, in case he got the contract, if the cut beef would be received, provided he could make an arrangement with Newton & Son; the next beef contract was made on July 1, 1881, and Gordon became the contractor; on the morning of the letting of

the contract Gordon came to me and stated that Newton did not care to bid, provided he could make an arrangement to continue to put in the cut beef on the same terms as before; I told him that if his bid was not over $3\frac{1}{2}$ cents per pound gross I would recommend its acceptance and would continue to take the cut beef, if he made the arrangement with Newton & Son for it.

The contract entered into July 1, 1881, was for twelve months; I did not know at the time of the letting of the contract, in July, 1881, of any connivance, or collusion between Gordon, Newton and Thompson, except as I stated above; that is, that Gordon should have the privilege of making an arrangement with Newton to furnish the cut beef, if he (Gordon), got the contract at $3\frac{1}{2}$ cents or thereabouts; when the bids were opened, there were found to be three bids, one by Gordon, one by Newton & Son, and one by Waddy Thompson; Gordon was the lowest, and was at \$3.74 gross for 100 pounds; I declined to make the award, believing the bids to be too high, but referred the matter to the Inspectors; they took the matter under advisement; in a day or two they advised me by letter that they had accepted Mr. Gordon's bid, and instructed me to enter into a contract with him; I then stated to the Inspectors that I thought I could make a better arrangement with Mr. Gordon than that, and then consented that I should do so; I then made a contract with him to furnish the beef the first six months at \$3.50, and the next six months at \$3.98-100; in that agreement I was to have the privilege of putting in as much salt pork on the last six months as I thought best for the interest of the State; and in that arrangement I consented that he might put in from 150 to 200 pounds of cut beef per day, at one cent less per pound than contract price when reduced to net beef; the cut beef continued to be received under this contract, from Sedalia, up to about the 10th of September, 1881; none was received after that time from Sedalia; I stopped it at that time because it did not come up to the quality agreed upon; I also had a conversation with Mr. Chappell, one of the Inspectors, about this time; he protested, and asked me not to receive any more of this beef; this, also, had its influence with me in stopping the receipt of this cut beef; none was received from about that time; while this conversation had its influence on me, I had made up my mind to stop the receipt of this beef before; my agreement all the time that cut beef was received was that it should be either wholes or halves of fore quarters, or in quality, if less, equal to fore quarters; this meat came in barrels about like whisky barrels; the contract required beef to arrive on the noon train by express; some of this beef came in bad condition; this was rejected and thrown away; the meat in the Winter, Fall and Spring months usually came in good condition; in warm weather some of it came in damaged condition; I gave orders to the commissary and cook if any meat come in damaged condition not to receive it; I don't know whether any of it was returned by the cook to the commissary and weighed

back or not; the amount of net meat, including beef and pork, per month, required to supply the prison, is about 42,000 pounds; of this amount there is required of net beef about 36,250 pounds; about the first of November, 1881, I began to receive cut beef from St. Louis, and continued to receive from there from 150 to 200 pounds a day till the last of December, 1881; no cut beef has been received at the prison since that date, excepting occasionally a few hundred pounds from the butchers in this city to make up a ration; one month—in December, 1881—it ran a little over 200 pounds a day; it came daily, except when trains were delayed; in that case a double quantity came.

The beef from St. Louis was furnished by Gates & Co.; about the 10th of September I notified Gordon that no more cut beef would be received under his contract; the first I knew of the beef coming from St. Louis, it had arrived at the depot; on enquiry at the depot, I found the meat came from Gates & Co., St. Louis; in conversation with Col. Gates, I learned that Waddy Thompson claimed the right to put in net beef amounting to about 200 pounds a day under Gordon's contract, under an agreement between Gordon and himself, and that Thompson had turned the contract over to him, Gates, to fill, stating that he had entered into a contract with a butcher in St. Louis to supply it for two months, and insisted that I should give it a trial, as it would be some loss to him if he did not carry out his contract; at his (Col. Gates') earnest solicitation, I consented to give it a trial; the time for which I had agreed with Col. Gates having expired, no more cut beef was received after that date; after this time, that is, the first of January, 1882, Col. Gates proposed to make with me a new contract to furnish me with cut beef, but I declined to do so, having determined in my own mind that I would not continue it, as it was an imposition on the State to do so; I paid Col. Gates for the St. Louis meat the same price as was paid for the Sedalia meat; the total amount of beef received from St. Louis was, as shown by my books, between 12,000 and 14,000 pounds; the months of November and December being warm, the meat sometimes came in bad order, and was rejected; owing to delay of train, about 700 pounds of spoilt meat came at one time, and was thrown away; on one occasion I sent back to Col. Gates a shoulder bone with not much meat on it, my object being to show him the meat was not of the quality agreed upon; I had no written contract with Newton & Sons at the time they furnished cut beef; it was not included in any advertisement for beef; I did not take a bond from Newton & Sons; I did not make known to the Inspectors, at the time of making the February, 1881, contract, that I had agreed with Gordon to accept cut meat, nor did I make it known in July, 1881, when the contract was let; I report the beef account once a month to the Inspectors; I have reported to this board twenty-four months; I have not alluded to the cut beef in any of these reports; I

had a talk with Mr. Gordon the morning of the day the contract was let, in July, 1881, in which I stated that I would recommend the approval of a bid of $3\frac{1}{2}$ cents or thereabouts; I had no conversation with Waddy Thompson as to what price the contract was likely to be awarded, nor with Newton & Thompson did not ask me any questions about the cut meat, nor did Newton & Sons, that I recollect of; when I found Gordon's bid was 3.74 I expressed dissatisfaction to the bidders; the conditions on which I agreed with Gordon to take the cut meat, the price being \$3.50, were not met; this letting in July, 1881, was the year of the drought; beef was higher at that time than it was a year before, on account of the drought; the reason that I had the conversation with Gordon about the cut beef, and not the others, was because the others did not speak to me; the last contract, let July 1, 1882, was at \$3.80 per 100 pounds gross; this met my approval, for the reason that I thought all kinds of meat were higher this year than last; my impression is that Gordon, Newton & Thompson were present at the letting of the beef contract in February, 1881; I don't think I had any conversation with Gordon at this time, as to the price the contract would likely be approved at; I don't remember to have had any conversation on that day with Gordon as to the letting of the contract; I have no recollection of the incidents and conversations of the letting with the bidders; my impression is that I sent for the Inspectors to come to the prison to be present at the opening of the bids, and they sent me word they could not come, but to send the bids to the Capitol and they would open them in the afternoon; that I sent them up by Ralph, and they were opened by the Inspectors.

I think I entered into a written contract with Gordon; the contract did not make any allusion to cut meat; Thompson's name does not appear on Gordon's bond at any time; I have known Thompson eight or nine years; I have had frequent business relations with him; he was at one time one of the lessees, and at that time I was one of the employes of the lessees, and as such I had frequent dealings with him; I never told Thompson that Gordon was complaining of having struck a hard bargain in having to pay him, (Thompson), \$50 a month bonus; I never knew that Gordon paid Thompson \$50 a month, or had agreed to pay him, or what interest he, (Thompson), had in the contract, until after Gordon had settled in full with Thompson, when Gordon then told me about it; Gordon told me then that he had paid Thompson \$500 or \$600 in all; Newton & Son had the contract to furnish beef on foot the time previous to February 1, 1881; that contract had no allusion to cut meat; I gave special orders to the employes to reject all damaged meat; I don't think I ever saw the meat while in the barrels; I have seen the damaged meat while on the scales in the commissary department; I think I once saw damaged meat on the cutting block; I don't think my attention was ever called to damaged meat in the kettles; my attention was never called to

any complaint on the part of the prisoners ; I do my official business with the Exchange Bank ; I do not own any stock in the bank ; Mr. Udell, of St. Louis, is president of the Excelsior Broom Company ; Schmieding or Deems is Secretary ; I have never had any personal beneficial interest in the cut meat furnished from Sedalia or St. Louis, nor in any contract to furnish either net or gross beef, nor have I any promise or expectation of receiving any such benefit from the sources mentioned, either in my present office or after I go out of the same ; I had no written contract or any other contract with Newton & Son or Gates & Co. for cut beef ; all the beef received was credited to Gordon and he drew the money for all of it ; the entries as they stand on the book are "John W. Gordon, by Newton & Son," or "John W. Gordon, by Gates & Co." ; the total amount of cut beef furnished by Newton & Son and Gates & Co., was 57,709 pounds ; the total value was \$3,462.54.

Mr. Downing: You state above that by dividing the contract with Gordon you saved money to the State ; please explain fully how this was done ?

Mr. Willis: I save money to the State: First—In not having to pay out so large an amount of money on the first six months of the year. Second—By reserving the right to use all the salt pork that I might desire ; a ration of pork is two-thirds the amount required for a ration of beef ; the amount of purchases of pork shoulder meat made by me were as follows :

January 7, 1881,	25,000 pounds at 4c.....	\$1,000 00
March 17, 1881,	25,000 pounds at \$4.70.....	1,175 00
June 13, 1881,	3,600 pounds at \$5.85.....	216 77
July 6. 1881,	21,000 pounds at \$5.75.....	1,207 50
Sept. 24, 1881,	20,000 pounds at \$7.55.....	1,510 00
Total.....	94,600	\$5,109 27
IN 1882.		
January 30,	67,500 pounds at \$5.90.....	\$3,982 50
Nov. 3,	736 pounds at \$9.25	70 28
Total...	68,236	\$4,052 78

In the first half of 1881 I used 53,600 pounds of bacon, at an average price of \$4.60, making \$2,466 ; it would have taken 80,400 pounds of beef, contract price \$7.25, to have supplied the place of this pork, making \$5,829 ; saving to the State by using bacon \$4,363 ; in the second half of 1881 I used 31,000 pounds of bacon, average price \$3.78, making \$2,779 ; it would have taken 61,500 pounds of beef, contract price 7 cents, making \$4,305 ;

saving to the State, \$1,526; in the first half of 1882 I used 67,500 pounds of bacon, average price \$6.05, making \$4,083.75; it would have taken 101,250 pounds of beef, contract price \$7.96, making \$8,059.50; saving to the State, \$3,975.75; total saving to the State for eighteen months, \$8,864.75; these purchases, with the exception of the last, were made without the knowledge and consent of the Inspectors, and without advertising for the contract.

Mr. Downing: Was you ever directly or indirectly personally interested in any of the contracts or purchases above enumerated?

Mr. Willis: I was not.

Mr. Downing: Have you, within the last two years, sold or given to any of the officers or employes of the prison any fuel, forage or provisions, or suffered the same to be done?

Mr. Willis: I have done so in a few instances, but I think only in cases of emergency; I think I have sold or allowed to be sold to employes of the Penitentiary probably less than \$100 worth of fuel, when the weather was extreme and it was impossible to get it elsewhere; I don't think I have sold any forage or provisions, and it has not been done or permitted with my knowledge or consent; the sales of wood were to different parties employed in the penitentiary; I have not sold or given away to employes in the Penitentiary any manufactured articles, or permitted the same to be done; I think I have sold both fuel and forage to parties not employed in the prison; I couldn't well say to what extent, but it has not exceeded \$1,000, and I think very likely it has not exceeded \$500 in two years; I am sure it has not exceeded \$1,000; the principal part of this business has been with the contractors of the prison, and the sales have been at cost price; these sales have not been made as a matter of profit, but merely as a matter of accommodation between the prison and the contractors.

Mr. Downing: Who has had charge of the Penitentiary stables for the last two years?

Mr. Willis: Jesse Tolin for the most of the time; he is wagon-master and looks after the stock, delivers all brick, forage, fuel and everything that we sell; receives all goods, either merchandise, fuel or forage; he also attends to the Penitentiary stables—keeps the stock; I think he keeps books, in which are entered accounts of fuel, forage, etc.

Mr. Downing: Have you ever examined those books?

Mr. Willis: I don't think I ever have; I have seen them and looked into them probably but have never examined them; the only information I have of the disposition of the fuel, forage, etc., is from his reports, which are made every month to the office.

Mr. Downing: Do you know how many horses have been kept at the State stables within the last two years, other than those belonging to the State?

Mr. Willis: Capt. Todd had a contract for keeping one horse as part of his salary, and he has kept one most of the time, part of the time two; I think the time he kept two was about equal to the time he kept none; in the spring of 1882 I allowed Capt. Todd the use of the old stables, known as the cow stables, to put some horses in for two or three weeks, while he was preparing them to ship to market; I don't know how many he kept there, but I suppose it was from eight to twelve; these were not kept at the expense of the State, nor any part of them; he bought his own feed and hired his own groom to take care of them.

Mr. Downing: State whether or not you have examined the books of the stable keeper to see whether these horses of Capt. Todd were kept at the expense of the State or not?

Mr. Willis: I have not examined them for that purpose.

(The stable book is here handed to the witness.)

Mr. Downing: State whether or not the book shows that six horses were kept there from May 8th to May 20th, 1882, by Capt. Todd?

Mr. Willis: Yes; the books also show the keeping of nine horse of Capt. Todd's from May 1st to 4th; also eight horses from the 4th to the 8th; also two from the 20th to the 31st; the books show that the keeper of the Penitentiary stables had more than two horses of Capt. Todd's from April 18th to May 31st; during the latter part of April I told Capt. Todd he could have the use of the cow stable to get some horses in shape for the market, he to buy his own feed and hire his own groom; about this time I left the city, and was gone about three weeks; I think the horses were gone when I returned; I know, of my personal knowledge, that Capt. Todd paid the bills for the feed of those horses.

Mr. Downing: How many horses did Capt. Todd have at the State stable at the expense of the State on the 6th day of May, 1882?

Mr. Willis: Two.

(Witness is handed the stable keeper's books.)

Mr. Downing: See how many horses, as appears from the books, were kept there on the 6th of May?

Mr. Willis: Eight; the only explanation I can give is that these horses were kept on the premises, and Mr. Tolin thought they were kept at the expense of the State, when in reality they were not.

Mr. Downing: Did Mr. Tolin keep a horse there?

Mr. Willis: Yes, sir; Mr. Tuttle had one horse there at one time; so did Dr. Winston, John Ruthven, Peter M. Willis, John Gates, Capt. Bradbury, Gov. Crittenden and Col. Gates; Col. Gates kept one there for over three months; I kept two horses regularly, and sometimes three; my horses, the horse belonging to P. M. Willis and the one belonging to Jesse Tolin were not charged for; all the others were, except Todd's; the others

were kept at \$10 a month, except when in pasture, when, I think, the charge was \$5; prior to the 6th of May, 1882, the Inspectors never made any inquiry with regard to the number of horses kept there at the expense of the State; these horse were removed from the Penitentiary stables by order of the Board o^r Inspectors; the horse kept by Mr. Tolin was kept for his use as wagon master, and the one kept by P. M. Willis was kept for his use in the commissary department; it has been the custom for each of these departments to have a horse for ten years; the one kept there by Gov. Crittenden was sick and brought there for medical treatment, because we had a veterinary surgeon; the other horses that were kept for pay were not kept as a source of profit to the prison, but for the accommodation of the employes; those kept by myself were used in doing State work, and when not so in use, were used by myself and family.

Mr. McGrath: Did you appoint Tolin to take charge of the stable?

Mr. Willis: I did.

Mr. McGrath: Did you require him to keep a record of what he did?

Mr. Willis: While there has been no special demand on him, it has always been required of a man in that department.

Mr. McGrath: How did he take those things that I see charged here; was it by order from the office?

Mr. Willis: It is done either by a special or general order.

Mr. Downing: What has been the custom with regard to prisoners working at the mansion?

Mr. Willis: It has always been the custom for the mansion to be supplied with prisoners to keep the grounds in order, pump water, run the furnaces, house-cleaning and any work of that character that may be required; this has been the custom ever since I came here, which was ten years ago.

Mr. Downing: Have any United States prisoners been removed from the Penitentiary, and if so, why?

M. Willis: There has been one United States prisoner removed from this prison to the prison at Chester, Ill.; he was sent from the District of Kansas; as to the reasons for his removal, I beg to refer you to the correspondence between the United States authorities and myself on the subject, which I herewith submit:

COPY OF CORRESPONDENCE

Between Department of Justice of United States and J. R. Willis, Warden
Missouri State Penitentiary:

DEPARTMENT OF JUSTICE, }
WASHINGTON, April 30, 1882. }

J. R. WILLIS, Esq., *Warden Missouri Penitentiary, Jefferson City, Mo.:*

SIR: Will you please send me a list of United States prisoners now in

your penitentiary, who have been punished, with a statement of the offense and mode of punishment, and oblige

Very respectfully,

(Signed)

WILL. HAIGHT.

P. S.—I desire this to accompany my report of the examination of United States prisoners confined in the Missouri Penitentiary.

MISSOURI STATE PENITENTIARY, }
JEFFERSON CITY, Mo., May 4, 1882. }

WILL. HAIGHT, Esq., *Department of Justice, Washington, D. C.:*

SIR: In compliance with your request of 30th ult., I hand you below list of punishments inflicted on United States prisoners now in my charge:

January 15, 1880—Nicholas Provencir, using threatening language to foreman, seventeen stripes.

October 1, 1880—M. E. Rodgers, fastidiousness in dining room, wiping knife, etc., three stripes.

Punishment is inflicted with a lash.

Respectfully, etc.,

(Signed)

J. R. WILLIS,

Warden.

DEPARTMENT OF JUSTICE, }
WASHINGTON, May 4, 1882. }

J. R. WILLIS, Esq., *Warden Missouri Penitentiary, Jefferson City, Mo.:*

SIR: Referring to the conversation Mr. Haight, of this Department, had with your representative upon his recent visit to your institution relative to keeping U. S. prisoners upon the same terms as are now made with the principal penitentiaries of the country—that is, to feed, clothe, guard, furnish medical attention, and upon their discharge to transport the prisoners to the points from which they were convicted, free of all expense to the Government, I beg leave to inquire as to your decision in the matter, before action is taken in the premises.

(Signed),

Very respectfully,

BREWSTER CAMERON,

General Agent.

MISSOURI STATE PENITENTIARY, }
JEFFERSON CITY, May 29, 1882. }

BREWSTER CAMERON, Esq., *Department of Justice, Washington, D. C.:*

SIR: In reply to your letter of the 4th inst., in regard to keeping U. S. prisoners, I beg to inform you that I am willing to accept the terms stated

by you for all prisoners sentenced in the future by the United States Courts in this State, but not for those from other States and Territories, having now a large number of State prisoners confined here, which number is constantly increasing.

Would say that action on your letter has been delayed, owing to absence of Board of Inspectors, to whom the matter was referred.

Please advise me concerning acceptance or rejection of my terms, that I may govern myself accordingly.

(Signed),

Very respectfully,

J. R. WILLIS,

Warden.

MISSOURI STATE PENITENTIARY, }
JEFFERSON CITY, June 14, 1882. }

BREWSTER CAMERON, ESQ., *Department of Justice, Washington, D. C. :*

SIR: Your Mr. Haight was here on yesterday, and after consultation with him, am willing to modify my proposal of May 29, 1882; about keeping U. S. prisoners.

On and after July 1st next, I will keep all the United States prisoners now undergoing sentence in this prison, or that may be hereafter sentenced by the Federal Courts in this State, on the terms asked in your letter of May 4th, namely: "To feed, clothe, guard, furnish medical attention, and upon their discharge to transport the prisoners to the points from which they were convicted free of all expenses to the Government," and will keep those now here, and that may be hereafter sent from New Mexico, on same terms, excepting transporting them to the points from which they were convicted.

This I cannot do, for the reason that the labor would in some instances, not more than pay for transportation.

(Signed),

Awaiting your reply,

I am, etc.,

J. R. WILLIS,

Warden.

P. S. Am anxious to keep all Missouri prisoners, having some State pride in the matter.

DEPARTMENT OF JUSTICE, }
WASHINGTON, July 8, 1882. }

J. R. WILLIS, ESQ., *Warden Missouri State Penitentiary, Jefferson City, Mo. :*

SIR: Your letter of the 14th of June last has been received, in which you propose to keep "on and after the 1st of July next (1882) all the United States prisoners now undergoing sentence in your prison, or that may hereafter be sentenced by the Federal courts in your State, on the terms

asked in my letter of May 4th, viz: To feed, clothe, guard, furnish medical attendance and, upon their discharge, to transport the prisoners to the points from which they were convicted free of all expense to the Government; and to keep those now confined in your penitentiary and that may be hereafter sent there from New Mexico, on the same terms, excepting transporting them to the points from which they were convicted."

A prompt answer to your letter was prevented by the absence of Special Agents Haight and Stanton. After conference with them, it has been determined to accept your proposition as soon as the penitentiary at Chester can be induced to make a written statement that they do not longer care to receive prisoners from Missouri, which I hope to receive in the course of several months. I am sure this arrangement can be made by giving them other convenient territory.

The Penitentiary at Chester, instead of furnishing free transportation to United States prisoners from the Territory of New Mexico, advances ten dollars in cash, the amount paid State prisoners, to be used in part payment of transportation to their respective homes, said transportation being furnished by the United States, with the exception of the ten dollars before referred to, advanced by the prison authorities.

It is understood that your proposition to transport the prisoners to the points from which they were convicted is meant to furnish them free transportation to their actual homes, at any point within the State of Missouri. During the term of confinement of any prisoner it will not be a difficult matter to ascertain his actual residence, so that you will not be imposed upon in this matter.

Your account, amounting to \$465.50, for the keeping of prisoners for the quarter ending June 30, 1882, has been approved and will be paid. It is understood that no further accounts will be rendered by your institution for the keeping of prisoners now confined in your penitentiary, provided the Department immediately takes steps to have your territory designated as the place of confinement for all prisoners of the United States convicted in the State of Missouri. If this is your understanding of the matter, I will at once enter into correspondence with the prison authorities at Chester, Ill., with reference to the change.

Are you aware of the fact that the Department is opposed to the flogging of United States prisoners under any circumstances?

Your early reply is desired.

Very respectfully,

(Signed)

BREWSTER CAMERON,

General Agent.

MISSOURI STATE PENITENTIARY, }
JEFFERSON CITY, August 7, 1882. }

BREWSTER CAMERON, Esq., *Gen. Agent Department Justice, Washington, D. C.*

SIR: Your letter of July 8th was received in due course, but I had not, until this date, observed that it required any answer, hence the delay.

In order to meet your views, I will amend my terms of June 14th last, as to transportation of Missouri Federal prisoners, so as to read, "Free transportation to the county in which the offense was committed, and that in addition to actual transportation, sufficient be added to pay for living en route, the same as is granted by law to State prisoners."

I understood your Mr. Haight to say that I should render an account quarterly for the suit of clothes, value \$15.00, furnished each prisoner on his discharge, and \$15.00 in cash as allowed by law, which account you would allow as heretofore.

If this covers all the points of difference between us, please advise me and oblige,

Respectfully,

(Signed),

J. R. WILLIS,

Warden.

DEPARTMENT OF JUSTICE, }
WASHINGTON, Aug. 7th, '82. }

J. R. WILLIS, Esq., *Warden Mo. State Penitentiary, Jefferson City, Mo. :*

SIR: The Attorney-General has this day ordered the transfer of M. E. Rodgers. Rodgers' transfer was requested by himself and his friends. His transfer was recommended by Special Agents Haight and Stanton, who visited your institution recently. One of the things that moved to this order was the fact that Rodgers had been whipped. The Attorney-General objects to United States prisoners being confined in penitentiaries where prisoners are whipped, and it is hoped that when the order is changed, designating your penitentiary to receive the prisoners from Missouri, that you will provide some other kind of punishment for United States prisoners.

No reply has been received to Department letter to you of July 8th.

Very respectfully,

(Signed),

BREWSTER CAMERON,

General Agent.

DEPARTMENT OF JUSTICE, }
WASHINGTON, Aug. 9th, 1882. }

J. R. WILLIS, Esq., *Warden State Penitentiary, Jefferson City, Mo. :*

SIR: Your letter of the 7th instant has been received. You are perfectly correct in your understanding of Mr. Haight's statement, that the Gov

ernment would pay you quarterly for the clothes and cash furnished to prisoners.

Your proposition, as it now stands, will be accepted at as early a date as possible, as stated in a letter of July 8th.

Very respectfully,
 (Signed), BREWSTER CAMERON,
 General Agent.

DEPARTMENT OF JUSTICE, }
 WASHINGTON, Aug. 14th, '82. }

J. R. WILLIS, Esq., *Warden Mo. State Penitentiary, Jefferson City, Mo. :*

SIR: My attention has been called to an article in the St. Louis "Post-Dispatch" relative to the treatment and transfer of one M. E. Rodgers from your penitentiary to the penitentiary at Chester, Illinois. While this transfer was made because Rodgers was whipped while in your custody—a practice which the Department will not tolerate—I deeply regret the publication of this interview with Rodgers, because of its injustice to you, and because you have already done everything in your power to satisfy the Department and improve the condition of United States prisoners.

Very respectfully,
 (Signed), BREWSTER CAMERON,
 General Agent.

I know of no other cause except what is stated in the letter.

Mr. Britts: Will you state, if you know, what is the cost per capita for sustaining the convicts for the last two years in the Missouri Penitentiary, and how it compares with other institutions of the kind?

Mr. Willis: It has cost 33 2-15 cents per day; this includes food, clothing, fuel, lights, medicine, the pay of officers and every other expense connected with the prison; for the year 1882, the expense in the various States has been as follows:

Maryland.....	33 1-2 Cents.
Vermont.....	44 1-2 "
New Jersey.....	42 8-10 "
Wisconsin.....	39 1-2 "
Kansas.....	42 1-2 "
Joliet, Illinois.....	38 1-4 "
Indiana.....	37 2-3 "
Connecticut.....	40 4-10 "
West Virginia.....	43 1-2 "

For 1882, the expenses in the various States have been as follows :

Massachusetts	40 2-3 Cents.
New York.....	39 9-15 “
Iowa	51 9-20 “
California.....	32 1-2 “

MARCH 1, 1883.

J. R. WILLIS,

MISSOURI STATE PENITENTIARY, WARDEN'S OFFICE, }
CITY OF JEFFERSON, Mo., May 22, 1882. }

MR. JOHN WALKER, *Secretary Board of Inspectors* :

DEAR SIR: Your letter of the 6th inst., relative to the number of horses kept at the State stable other than those belonging to the State was duly received, and answer delayed on account of my absence from the city.

I have kept two horses regularly since my first appointment as Warden, and for the past three weeks have had three ; Mr. P. M. Willis, Commissary, has one ; Dr. W. B. Winston, Physician, one, until the past month ; Capt. Todd, one ; since then he has had two ; Capt. Bradbury, Deputy Warden, one, until the 18th inst., when it was taken away ; Col. Gates has one, and Gov. Crittenden has had one kept for medical treatment since the 23d of February.

Very truly,

J. R. WILLIS, Warden.

P. S.—For about one month Capt. Todd has had the use of the old cow stables to keep several horses purchased for the market, furnishing his own feed and help.

W.

MISSOURI STATE PENITENTIARY, WARDEN'S OFFICE, }
CITY OF JEFFERSON, Mo.. October 6, 1882. }

Honorable Board of Inspectors Missouri State Penitentiary :

GENTLEMEN: In answer to your inquiry of recent date, whether the horses referred to in my report to you under date of May 22 last, as being kept at the State stable, “were fed free, or was charge made for keeping,” I beg to state that I have never charged myself with the keep of the horses I have had at the State stable, they being used in the service and benefit of the State.

No charge was made for keeping Mr. P. M. Willis', the Commissary, horse, as he is used in transacting the business of his department.

W. M. Todd, under an order of the Board of Inspectors of May 2, 1881, was allowed board for one horse as part of his salary, but for a length of time did not keep any. In May, 1882, he had two at the State stables for which no charge was made, as the time during which he had no horse exceeded the period he kept an extra one.

Charge was made for all other horses referred to in my report of May 22, 1882, at the rate of ten dollars per month.

I am respectfully, etc.,

J. R. WILLIS, Warden.

W. H. BRADBURY, being duly sworn, testifies as follows: I am Deputy Warden of the Penitentiary and have been for twelve years; altogether, I have been there about twenty-five years; I see from the evidence shown here that I was before the Board of Inspectors September 28, 1882, and gave my testimony under oath; I have examined that testimony to-day, (marked "Exhibit C") and adopt it as my testimony now, except possibly that I underestimated the value of the cut meat in my testimony before the Board; the punishment inflicted the last two years in the penitentiary has been less severe than any previous years since I have been connected with the Penitentiary; no more punishment is inflicted than I consider absolutely necessary to maintain discipline; the officers who have charge of the different departments have the rules and regulations of the prison before them all the time, with instructions to report any violation of them to me in the evening in writing; I then bring the prisoners before me and examine them after supper, and determine the manner of punishment; on some occasions I assign them to the dungeons during the night; in extreme cases I apply the lash or cow-hide; I do the whipping myself and in no instance is a subordinate officer allowed to inflict any punishment; according to the experience that I have had and the knowledge I have gained from visiting other penal institutions, I consider the use of the lash, as under our system, not only more humane, but equally as effective as any of the other systems of punishment in vogue in other penitentiaries; in the female department the mode of punishment is confinement in the dungeon, with a diet of bread and water; the females have been whipped for several years; I have never heard of any immoral practices between the officers or employes and the female convicts within the last two years; such might be carried on without my knowledge; the matron, Mrs. Sanford, has immediate charge of the females; there could be no immoral practices carried on inside the prison without her knowledge; the Warden appoints the matron, and she is subject to removal at his pleasure, as are all the officers except the physician; there is no approach from the male to the female department, a solid wall separating them; the only means of access is the front entrance, through the matron's office, except the large wagon

gate, which is always kept locked and the key in the office ; it has been four years since the lash was applied to females, with the exception of one case about two years ago, when I think I whipped a negro woman ; the nature of offences which require either the lash or solitary confinement are numerous ; one example is the refusal of convicts to do the work appointed.

We had one United States prisoner removed some time since, within these two years ; he entered a complaint to the United States Marshal in regard to his treatment in our Penitentiary and was removed ; the Marshal visited the prison and examined all the United States prisoners prior to the removal, but examined no officers ; his examination was made secretly ; he never told me that the statement of the prisoner was corroborated by the others examined ; I don't know whether he told the Warden or not ; the prisoner complained of being whipped ; said he was compelled to eat out of dirty dishes with a dirty spoon and knife, and that because he complained about that he was punished with a rawhide.

Mr. McGrath : Was he punished ?

Mr. Bradbury : He was.

Mr. McGrath : For what was he punished ?

Mr. Bradbury : For being very insolent and insulting to the officers.

Mr. McGrath : Is it the duty of the United States Marshal resident here to visit the prison and look after the prisoners ?

Mr. Bradbury : I believe it is, sir.

Mr. McGrath : How many United States prisoners are in the Penitentiary ?

Mr. Bradbury : Not more than twelve or thirteen.

Mr. McGrath : How did the Marshal learn of this business ?

Mr. Bradbury : The prisoner wrote him a letter.

Mr. McGrath : I thought the letters were always examined ?

Mr. Bradbury : They are and this letter was examined but passed ; we never refuse to let letters go to the Marshal or Inspectors, no matter what they contain.

Mr. McGrath : What do you know of the case reported in the papers recently of a man being forced out of his cell with red hot irons ?

Mr. Bradbury : His name was Stanton and he was from St. Louis ; I think it was shortly after the Christmas holiday, two years ago ; I learned that there was a conspiracy formed to break out of the prison, this man Stanton being one of the conspirators ; with several others, some 10 or 15 in number ; I ordered them all locked up during that day for the purpose of having an examination : some of my officers reported to me that Stanton had a knife and refused to give it up ; I visited his cell myself and found him with a knife ; he refused to give it to me too ; I found him in the heat of passion ; being alone, I let him stay 24 hours there and thought by that

time he would cool off and see his folly; I then demanded that he give up the knife, after 24 hours; he told me he wouldn't give up his knife and wouldn't come out of the cell, that he would die before he would come out; he said he would kill anybody with the knife that would come in after him; I told him he had to come out of his cell and that I was going to take him out either one way or another and he could have his choice; I talked with him over half an hour, trying to persuade him to come out; he told me he would kill himself if I undertook to take him out; I then got a bar of iron, $\frac{3}{4}$ round iron, turned a large hook or bend on it, opened the door and ordered it hooked around him to pull him out; the hook itself was not hot nor sharp, but the iron was heated some three feet up from the crook so that he couldn't hold to it; he still had the knife in his hand; as we attempted to put the hook around him he cut his right jugular vein, then passed me the knife and said, "now you can have it;" he lived about 40 minutes.

Mr. McGrath: How did you learn of that conspiracy among the prisoners?

Mr. Bradbury: From some prisoners.

Mr. McGrath: Did you subsequently have reason to believe it was true?

Mr. Bradbury: Yes, sir.

Mr. McGrath: Who was with you when you went to take Stanton from his cell?

Mr. Bradbury: Mr. Tolin, Mr. Maloney and John Gates; I think that was all.

Mr. McGrath: Were you satisfied that was the only means you could take to get that man out without exposing yourself or some of your guards to bodily harm?

Mr. Bradbury: I was, at the time.

Mr. McGrath: Was he a large man?

Mr. Bradbury: He was a small man.

Mr. McGrath: Had he ever been punished before?

Mr. Bradbury: Once.

Mr. McGrath: With a lash?

Mr. Bradbury: Yes.

Mr. McGrath: How large is the cell?

Mr. Bradbury: About $4\frac{1}{2}$ by $7\frac{1}{2}$ feet.

Mr. McGrath: You are satisfied then that it would not have been possible for one of your guards to have gone in there with a revolver and brought that man out?

Mr. Bradbury: He could not have done it without shooting him before he went in.

Mr. McGrath: How long had Stanton been in?

Mr. Bradbury: Two years; his offense, I think, was burglary and larceny.

Mr. McGrath: Was the case investigated by the Inspectors?

Mr. Bradbury: I think it was, but they never communicated their decision to me; I talked with them about it, and am satisfied they approved my course.

Mr. McGrath: How did Stanton conduct himself as a prisoner?

Mr. Bradbury: He was very high-tempered.

Mr. McGrath: Did you ever have any special trouble with him before?

Mr. Bradbury: Yes, sir; I had to take him out of the shop at the point of a revolver some six months before that. He was in Giesecke's boot and shoe factory. He became ungovernable and tried to kill his foreman with a knife.

Mr. McGrath: He had made an attack on the foreman, then?

Mr. Bradbury: Yes, sir, and ran him out of the shop.

Mr. McGrath: What did you do with him when you took him out?

Mr. Bradbury: I took him to his cell and locked him up for the present.

Mr. McGrath: What after that?

Mr. Bradbury: I whipped him the night following.

Mr. McGrath: When is this whipping done?

Mr. Bradbury: Always in the evening after supper, about dark.

Mr. McGrath: Then he had given evidence of being a dangerous man?

Mr. Bradbury: Yes, sir.

Mr. McGrath: Any other evidence than this mentioned?

Mr. Bradbury: His general deportment was of that character.

Mr. McGrath: Is that foreman still in the penitentiary?

Mr. Bradbury: Yes, sir; his name is Nacey.

Mr. McGrath: What was the name of that United States prisoner who was removed?

Mr. Bradbury: Rodgers.

Mr. McGrath: Are those United States prisoners still there that the Marshal examined in his case?

Mr. Bradbury: Yes, sir, except a few whose time had expired.

Mr. McGrath: Do you think statements of convicts as to conspiracies sufficiently reliable to act upon without further corroboration?

Mr. Bradbury: No, sir; not without other evidence to corroborate it.

Mr. McGrath: What other prisoners were engaged in that conspiracy?

Mr. Bradbury: I can't call their names without referring to my record. There were some twelve or fifteen of them. Some of them were locked up in solitary confinement for from thirty to sixty days. I don't think I applied the lash to any of them.

Mr. McGrath: Did any or all of them admit their participation in this conspiracy?

Mr. Bradbury: A portion of them did.

Mr. McGrath: Did you tell Stanton you were going to take him out of his cell to punish him?

Mr. Bradbury: No, sir.

Mr. McGrath: Were they all locked up simultaneously.

Mr. Bradbury: Yes, sir.

Mr. McGrath: Did you have any reason to believe Stanton was any more deeply implicated in organizing that conspiracy than any of the others were?

Mr. Bradbury: No, sir, I did not.

Mr. McGrath: What was Stanton doing when you locked him up?

Mr. Bradbury: I took Stanton from his cell.

Mr. McGrath: Did you take him down yourself?

Mr. Bradbury: I was present.

Mr. McGrath: How did he come into possession of the knife?

Mr. Bradbury: He took it from the shop where he was at work. It is not the duty of the guard to search the prisoners personally, and any prisoner might take a knife with him.

Mr. McGrath: From your experience in that case, have you taken any precaution to guard against their doing this?

Mr. Bradbury: We have a general order hanging up in the shop prohibiting it.

Mr. McGrath: Did you ever resort to this method for taking a prisoner out before?

Mr. Bradbury: Yes, sir; several times on similar occasions; I have practiced it for twenty years and it has never been attended with similar results.

Mr. McGrath: What system, if any, has been adopted for inspecting either the quality or quantity of articles purchased for the use of the Penitentiary?

Mr. Bradbury: There is a commissary man who attends to the commissary department; he takes the invoices, weighs the goods, checks them off, notes notes shortage and returns the invoices to the office.

Mr. McGrath: Have you ever heard of any irregularities or abuses existing there in regard to the reception of those goods?

Mr. Bradbury: I have never heard of any abuses, but I know of shortages being reported to the Warden.

Mr. McGrath: From whom are these principal purchases made?

Mr. Bradbury: I don't know, but of parties in St. Louis.

Mr. Britts: If beef was discovered to be spoiled after it had been received, at whose loss was it?

Mr. Bradbury: My understanding is that it was charged back to the beef contractors by the commissary, Peter Willis.

Mr. McGrath: What do you know of the employment of prisoners on Sunday, and the necessity for such employment?

Mr. Bradbury: I know there have been a number employed, varying owing to the necessity, not averaging twenty; in all the factories they have more or less machinery which occasionally needs repairing, and our boiler has to be cleaned; this occurs every Sunday; the tanneries require from four to five men to raise hides from the lime.

Mr. McGrath: Do you consider this employment absolutely necessary?

Mr. Bradbury: I do.

Mr. McGrath: Was that employment voluntary?

Mr. Bradbury: It was.

Mr. McGrath: What was the result of this order of the Inspectors?

Mr. Bradbury: It worked detriment to the State and also to the contractors; that order has been detrimental both to the interest of the State and the contractors.

Mr. McGrath: In what way has the State been injured by that order?

Mr. Bradbury: We have lost the labor of an average of forty men every Monday.

Mr. McGrath: How often in the last two years have you found the Inspectors visiting the Penitentiary in a body?

Mr. Bradbury: I don't remember, but it is so seldom I could not remember previous to September, 1882.

Mr. McGrath: Could the Inspectors make an inspection of the prison without your knowledge?

Mr. Bradbury: They could not.

Mr. McGrath: When they did come, did you accompany them on their tour of inspection?

Mr. Bradbury: I did once or twice, but may not have done it every time.

Mr. McGrath: Please state what the nature of their inspection was?

Mr. Bradbury: They walked through the different departments of the prison, and also visited the hospital and the sick.

Mr. McGrath: About what length of time did each of those visits consume?

Mr. Bradbury: From two to three hours.

Mr. McGrath: From your knowledge of prison life, do you believe that during those visits they could acquire the knowledge necessary to direct the management of that institution?

Mr. Bradbury: I think not.

Mr. McGrath: Is it not a fact that the management of that institution is primarily in the hands of the Board of Inspectors?

Mr. Bradbury: That is my understanding.

Mr. McGrath: Do you believe that the knowledge gained by them in those inspections is sufficient to direct properly the management of that institution?

Mr. Bradbury: I think not.

Mr. McGrath: From your twenty-five years' experience in the position you now hold, do you believe yourself competent to pronounce upon that question?

Mr. Bradbury: I do.

Mr. McGrath: Then you think they could not?

Mr. Bradbury: I do.

Mr. McGrath: Did they ever suggest to you anything that would redound to the benefit of the institution?

Mr. Bradbury: They have not.

Mr. McGrath: Do you know if they have ever made any suggestions to the Warden?

Mr. Bradbury: I do not.

Mr. McGrath: Did they ever tell you that they approved of your management?

Mr. Bradbury: They have.

Mr. McGrath: Did they ever find any fault with the management, either with regard to the police department or extravagance, or any other irregularity, up to last September?

Mr. Bradbury: No, sir.

Mr. McGrath: What did they say to you last September about it?

Mr. Bradbury: The first that I knew was when Mr. Walker asked me if there were any irregularities in the Penitentiary and saying that there were a good many rumors, and they were going to look after them.

Mr. McGrath: Do you know what it cost the State to run that Penitentiary for the two years prior to the appointment of the present Warden?

Mr. Bradbury: I do not.

Mr. McGrath: Have you noticed any material change for or against the interest of the State since that time?

Mr. Bradbury: The change has been vastly in favor of the State.

Mr. McGrath: Have you heard at any time that the Warden has received consideration for the disposal of the patronage of that institution, mainly in providing sustenance therefor?

Mr. Bradbury: I have not.

Mr. McGrath: How many men are now unemployed in the Penitentiary?

Mr. Bradbury: At this season of the year about one hundred and fifty.

Mr. McGrath: Why are they unemployed?

Mr. Bradbury: On account of the season.

Mr. McGrath: Are there as many men employed in the factories as can be?

Mr. Bradbury: Yes, sir; in fact, they are overcrowded; the buildings are not large enough.

Mr. McGrath: If the buildings were larger could you profitably employ the remainder of the intelligent labor in the Penitentiary?

Mr. Bradbury: We could, or the greater part of it.

Mr. McGrath: Did the Inspectors ever ask you if all the labor was properly utilized?

Mr. Bradbury: They have not.

Mr. McGrath: Would you consider it a part of their duty to make those inquiries?

Mr. Bradbury: I would.

Mr. McGrath: Whose duty is it, the Warden's or the Inspectors', to make proper provision for unemployed labor?

Mr. Bradbury: I consider it a joint duty.

Mr. Edwards: Might the Inspectors not have met as a Board in the Warden's office, without you knowing it?

Mr. Bradbury: Yes, sir.

Mr. Edwards: Have you noticed either of these Inspectors going through the prison by themselves?

Mr. Bradbury: I have, but can't say how often.

Mr. Edwards: Have you ever noticed as many as two there at a time?

Mr. Bradbury: I can't say positively.

Mr. Britts: How have the Inspectors, for the past two years, compared with the Inspectors of previous years in this matter?

Mr. Bradbury: About on an average.

Mr. Downing: Do you remember shooting a man last fall?

Mr. Bradbury: I do; I received a report from shoe shop No. 1 that there was trouble there and they needed me; on arriving in the shop I found a prisoner, Martin Kaegna, with a large shoeknife in his hand, defying the authority of the keepers; I went to him and ordered him out of the shop, when he drew the knife on me and told me if I approached him he would kill me; I drew my revolver on him and he ran out of the shop, down the steps and into the yard; I followed him down and he made a stand in the yard, and as I approached him he came at me with a knife and I shot him; the ball took effect in the abdomen, but he has recovered and is now well;

this matter was investigated by the Board of Inspectors at the time; this is the only case in the last two years that I have had to use my revolver.

W. H. BRADBURY.

January 30, 1883.

“EXHIBIT C.”

STATE OF MISSOURI, }
COUNTY OF COLE. }

OFFICE OF THE INSPECTORS OF
THE MISSOURI PENITENTIARY, }
September 28th, 1882. }

Depositions of witnesses taken on examination into the management and affairs of the Missouri Penitentiary by the Board of Inspectors thereof, under the provisions of Sec. 6515, Revised Statutes:

WM. H. BRADBURY, being duly sworn upon his oath, says:

I am Assistant Warden of the Missouri Penitentiary; I have been acting in that capacity continuously for twelve years; I have been Assistant Warden all the time during 1881 and 1882 up to this time; my duties are to take entire charge of the police department of the penitentiary; my duties are chiefly inside the walls; I go entirely through the prison every day, and visit the dining-room and commissary department every day; as a rule I am about the dining-room at mealtimes; I frequently visit the kitchen; I generally observe the meat and provisions that are taken to the commissary department, and also that which is taken to the kitchen; in the early part of the summer, 1881, cut meat was frequently received at the penitentiary from up the railroad, from what place I do not know; on several occasions the meat was reported to me as being spoilt; I examined it and found it so; I never allowed any of it to be cooked that I knew of, but threw it away; I frequently reported this fact to the Warden; his instructions to me was to always have it thrown away whenever I found it spoilt; I did as he instructed; if spoilt meat had been cooked there is no doubt that I would have known it, particularly if it had been put upon the table, for the fact would have been reported to me by the convicts in the way of complaint; convicts have reported to me that the meat was not good, but upon examination I have found the complaints without foundation; I cannot say positively when the last cut meat was received; I think some time last winter, probably about a year ago; I do not know what quantity was received; my impression is that from 400 to 500 pounds was received at a time; it was in warm weather when the tainted meat was received.

I have stated above all I know about the meat question; the convicts are at full liberty to complain to me about the quality of their food; Mr. Lewis,

the steward, reported to me about the meat; he came to me and reported that the meat was tainted, spoilt and unfit for use; on several occasions he made this complaint to me, I cannot say how often; I examined the meat each time that he complained; I examined the meat in the commissary while on the scales; the meat was generally in small pieces—some neck pieces, shanks, shoulders and small pieces of all parts of the beef as it had been cut up; some convicts, but no other officer except Mr. Lewis, called my attention to this beef; Mr. Lewis more than once called my attention to the beef after it had reached the cooking department; I mean the damaged meat before it was cooked; on several occasions my attention was thus called; I remember on one occasion my attention was called to it after it was in the kettle cooking, and I ordered the whole batch thrown away and salt meat substituted for it; I remember distinctly that this occurred once; but don't remember that it occurred more than once; I would not state positively that this did not occur more than once; I remember that my attention was called to it more than once while on the carving table, after it left the kettles.

In summer weather prisoners frequently complain of getting hold of tainted meat; about the time that I refer to prisoners frequently complained of sour hash; I refer to the time of the receipt of cut meat; all the cut meat, I think, was cooked up into hash; the hash was made of heavy portions of potatoes, onions and bits of light bread left from the table from meals before, added to the meat; the reason this meat was put into hash, was because it was not such meat as would cut to advantage for dinner; when I reported to the Warden about this spoilt cut meat, he went with me and examined it, and gave special orders whenever I found any such meat, that is spoilt meat, to throw it away; the Warden went with me on two occasions to examine this spoilt meat; it might have been oftener, I don't remember; I think this cut beef is worth 35 per cent. of the beef we receive on foot, which beef is required to net 50 per cent; if the hundred pounds of the net beef which we receive on foot is worth one dollar, I consider this cut beef worth 35 cents; I wish to state that it does not necessarily follow that because the hash is sour that the meat was spoilt before it was cooked; it occurs sometimes when the meat is good; the Warden has turned over to me the entire control of the police department of the Penitentiary, and authority to inflict punishment, with instructions to use the lash as little as possible, to enforce discipline; on several occasions when I had a very ungovernable convict to punish, I have called on the Warden to witness the punishment inflicted, to confer with me as to the amount of punishment to be inflicted, as the punishment progressed; my understanding is that there are about 75 or 80, foremen, contractors and employes, who use the barber shop, and they pay 50 cents per month for the same to Ralph Willis, out of which he pays for razors, soap, towels; etc.; I know nothing of what becomes of the

residue; three men are employed in the barber shop—two as barbers and one as boot black.

Subscribed and sworn to.

W. H. BRADBURY.

R. D. WILLIS, being duly sworn, testifies as follows: With the exception of about a year since the 15th of June, 1873, I have been connected with the Penitentiary. I hold the position of clerk. I have held that position since January 24, 1877. My salary now is \$125 per month. There is a barber shop kept in the upper story of the round house. There are three convicts employed in it, two barbers and one boot-black. This barber shop has been operated ever since I have been connected with the Penitentiary. There has always been from two to three men employed in the shop. A part of the officers and guards, some of the contractors, and, I think, four shoe shop foremen are shaved and have hair trimmed and boots blacked in this shop. In all, about thirty or thirty-five men use this shop, on an average per month. The only men who pay for the use of the shop are the guards, the shoe shop foremen referred to, the commissary, steward, yard masters and the superintendent of the stable. Each of these men pay fifty cents per month. The average receipts of the shop are about \$15 dollars per month. I have had control of this shop since March, 1877, and have collected these amounts from the men who use this shop. From the sums of money collected, I paid out the cost of furniture in the shop, the tools, fixtures and monthly supplies of soap, towels, blacking, brushes and everything necessary for the running of a barber shop. The monthly expenses vary from six to ten dollars per month. In addition to this I paid, about three years ago, for the two chairs and two stools now in the shop, sixty dollars. The surplus of profits or receipts over expenditures run from seven to nine dollar per month. This surplus I have retained. I have done all the purchasing and paid for the supplies. Since I have been acquainted with the Penitentiary, some one of the employes has been designated to take charge of the barbar shop. When I came into office in 1877, the shop was destitute of furniture and tools. I was selected to take charge of the shop and mange it, and I continued to do so until the Inspectors' investigation. There are frequently visitors and contractors who are shaved and who do not pay anything unless they pay it to the convict who shaves them. I mean, by being selected, that I was selected by the employes. The Warden and the other officers and employes had full knowledge of how the barber shop was run, and the Warden consented. On the time reports, the time of these men is kept as barbers. There are other barbers, I think five, who are employed to shave the convicts. The three barbers employed in the round house shop do no work outside of that

shop. Only those who shave regularly in the shop pay the fifty cents per month. Others use it occasionally who do not pay. I kept no book account of the receipt or expenditures.

I have received in the neighborhood of \$360 from the shop in the last two years. I have kept the shop supplied with razors, hones and everything necessary in a first-class shop. My expenses varied from six to ten dollars per month. My surplus during this time, over and above expenses, would amount to about \$125. This I have retained and never paid any part of it to the State. The proceeds of this shop are now credited to the account known as the barber shop account. These three men were kept solely for the accommodation of the barber shop. Had these men been employed in other business their labor would have been worth from 40 to 45 cents per day. When we received an order from the Inspectors recently to credit the proceeds to the State, I turned over all the property of the barber shop to the State, without recompense. The furniture, razors, etc., were worth from \$150 to \$175.

We went camp-hunting once every fall and took with us a wagon and team belonging to the State, except this last Fall. We are generally gone from seven to nine days. I was in the employ of the State at this time. We were always accompanied by one of the Inspectors until the Fall of 1881. In the Fall of 1881, we were accompanied by a clerk in the Auditor's office and the Commissioner of Permanent Seat of Government. We had the permission of the Inspectors to use the wagon and team every fall that we took them. The Warden always required us to get the permission of the Inspectors before we could get the team. This was the Jefferson City Hunting and Fishing Club, of which Gen. H. Clay Ewing is President and J. T. Sears Secretary and Treasurer. The State was not benefitted in any way that I know of by these trips.

Mr. Downing: Do you know of any property, provisions, fuel or forage having been sold to the employes of the Penitentiary?

Mr. Willis: I do,

Mr. Downing: To what extent?

Mr. Willis: I know of fuel and forage having been sold to a few of the employes during the year 1881, and probably some few items during the last year. Some time during the months of January, February and March, 1881, we sold some little wood and coal to employes of the Penitentiary. I don't think we have sold things to employes every month for the past two years. During the first six months of 1881 we sold some forage and fuel to employes. We have never given the employes any fuel or forage. It was all paid for. We have never sold the employes any manufactured articles. I am acquainted with J. B. Tolen. He has charge of receiving and shipping

of freights, general charge of the teams and of the stables and stable hands. I am somewhat familiar with his books.

(Witness handed coal book.)

Mr. Downing: Can you state how the leaves came to be torn out of the coal book from pages 84 to 91?

Mr. Willis: No, sir. I did not know they were out until a few days ago.

(Witness here handed stable book.)

Mr. Downing: Can you state how leaves came to be torn out of the stable book between pages 60 and 65?

Mr. Willis: No, sir. I never knew they were out until informed by my father a day or so since.

Mr. Downing: Did you ever sell or give away any fuel or provisions, belonging to the Penitentiary, to any one other than the employes of the Penitentiary. If so, to what extent?

Mr. Willis: Yes, sir, we did, to a very limited extent. My recollection is that, with the exception of the contractors, it was only in four or five cases. We have sold hay to Dr. Winston. Capt. Bradbury and Col. Gates, and fuel to Mr. Gray, Mr. Rowland, Thos. Bradbury, H. C. Scruggs, P. M. Willis, P. H. Krump, R. P. Lamb, S. P. Garrett, . BF. Clark, R. S. Tarleton and some others probably whose names I do not remember. These were all employes of the Penitentiary, except Col. Gates. We have furnished the Governor's mansion with fuel, the State Journal office, the different steam-boats used by the Penitentiary, nearly all of the contractors, Mr. Lyons, some foremen in the shoe shops whose names I do not remember, and Mrs. M. L. Long, all of which has been paid for. From April to September, 1882, we furnished the Journal office about 212 bushels of coal, which was paid for at the rate of 15 cents a bushel. Capt. Todd only had two horses kept at the expense of the State. The stable books show that on the 1st day of May, 1882, Capt. Todd had 9 horses at the stables, 8 on the 4th, 6 from the 8th to the 20th and 2 from the 20th to the 31st. The stable books show that they were kept at the expense of the State. This number of horses were really never inside of the Penitentiary stables. Mr. Todd obtained permission from the Warden to use for a time the old and abandoned prison stable for the purpose of getting together a car load of horses to be shipped and sold on his private account. Through a mistake of Mr. Tolin this charge appears on the stable book kept at the Penitentiary stable. He could never give any satisfactory statement as to why he kept it, but that he thought he should keep an account of everything that came on the State premises. The books of the Penitentiary show that all fuel, forage and manufactured articles sold have been paid for and the amounts credited to the proper account. We have made some bad debts on the sales to parties

outside the Penitentiary. The amount will not exceed \$60. The open accounts on our books will not exceed \$500.

Mr. Downing. How many convicts are doing domestic service outside of the prison?

Mr. Willis: Three and sometimes four in the Warden's family and the same number at the Deputy Warden's. These are all females, except one male at each place. There are three, six and sometimes a greater number at the Governor's mansion. I suppose the number will average less than four. They are all males.

Mr. Downing: What rations are issued to these convicts outside of the prison as domestics?

Mr. Willis: The regular army rations and no more.

Mr. McGrath: Please examine your books and make an estimate of all labor, skilled and unskilled; also, materials of every description used in the performance of work, in repairing old or erecting new buildings, repairing streets, etc.; also, all hauling and work of every description rendered to the State, and for which no compensation has been received?

Mr. Willis: In answer to that, I submit the following abstract from our books:

EXECUTIVE MANSION.

Brooms.....		\$ 10 35
Hauling coal, wood, manure, ice, sawdust, dirt, etc.....		295 27
Iron work, wheelbarrows, etc., at wagon shop.....		23 65
Brick for ice house, repairs sewer, etc.....		295 67
Fire brick for furnace, sewer pipe for sewer, cement for repairs, etc.....		16 10
Tinning account for 2 years, etc.....		34 18
Nails for ice house repairs, etc.....		6 40
Victor Zuber work at Mansion.....		10 55
Skilled labor at ice house		72 50
313 days convict labor at ice house at 45c.....	\$ 140 85	
2,488 days convict labor regular at Mansion at 45c.....	1,119 60	
261 days convict labor extra at Mansion at 45c.....	117 45	
		1,377 90
Total.....		\$2,142 57

PERMANENT IMPROVEMENTS AND GENERAL REPAIRS.

1,500,000 brick used in repairs to new cell building, extending harness shop, new smoke stack, addition to collar and broom shop, extension of Warden's house, new cisterns, oil houses and general repairing, Sullivan's engine house, retaining walls, etc., at \$5 per M.		\$7,500 00
Cut stone, sills, caps, jams, paving, etc., used in erection and repairs of above buildings.....		1,304 45
Iron work and rods made in wagon shop for anchor rods and brace stays in building.....		107 50
Macadam and riprap used for foundations and filling in, above buildings.....		60 00
Material, pitch roofing, paper, cement, lime, gravel, glass, lumber, iron work, etc., used in construction of above buildings and paid from earnings.....		9,308 75
Hauling 1,200,000 brick in 1881 from old brickyard at \$1..	\$1,200 00	
Hauling 300,000 brick in 1882 from new brickyard at 70c...	210 00	
Hauling 3,000 loads material and refuse (estimate) at 35c..	1,050 00	
Hauling 800 loads of sand at 35c.....	280 00	
Hauling 55 cars gravel, lumber, lime, pitch, paper, machinery, cement, etc., at \$3.....	165 00	
Hauling 950 loads of rock at 35c.....	332 50	
		3,237 50
3150 days convict labor employed in boating sand and wood at 45c.....	\$ 1,417 50	
36,025½ days convict labor on improvements at 40c.....	14,410 20	
		15,827 70
Total.....		\$37,345 90

MAIN STREET SEWER ACCOUNT.

1,200 brick at \$5.....		\$ 60 00
Lumber		4 00
Mortar		5 85
Stone.....		65
Sand		3 25
Macadam		42 25
Hauling 80 loads mortar, stone, sand, macadam at 35c...	\$ 28 00	
Hauling 190 loads dirt, cinders and brick at 50c.....	95 00	
		123 00
Three-fourths month skilled labor at \$83.33.....		62 50
231 days convict labor at 45c.....		103 95
Total.....		\$405 45

PERMANENT SEAT OF GOVERNMENT.

Brooms	\$ 8 75
Hauling coal.....	62 95
Two cords wood.....	7 00
Work on two trucks.....	4 50
1,303 days convict labor at capitol at 45c.....	586 35
Total.....	\$669 55

RECAPITULATION.

Executive Mansion.....	\$ 2,142 57	
Permanent improvements.....	37,345 90	
Main street sewer account.....	405 45	
Permanent seat of government.....	669 55	\$ 40,563 47
Brick.....	\$ 7,855 67	
Stone.....	1,304 45	
Iron work.....	135 64	
Macadam.....	102 25	
Material.....	9,408 83	
Hauling.....	3,718 72	
Fuel.....	7 00	
Skilled labor.....	135 00	
Convict labor.....	17,895 90	\$ 40,563 47

Mr. Britts: Does this statement include all the work you have done for the State that you were not paid for?

Mr. Willis: Yes, sir.

R. D. WILLIS.

MARCH 1, 1883.

W. M. Todd, being duly sworn, testifies as follows: I am yardmaster at the penitentiary; have been connected with the penitentiary nearly all the time since 1871; my duties are to attend to dressing the men in and out of the prison; I keep the time of the officers and guards of the prison; prisoners are punished for offenses against the rules of the prison by confinement in the dungeon, being fed on short rations, and sometimes they use the lash on them; for refusing to work they are sometimes sent to the dungeon, sometimes placed in solitary confinement, and sometimes are whipped; Capt. Bradbury has charge of this matter; the officer who reports the man and the foreman are examined before the punishment is inflicted; when men are dressed in they are informed of the rules of the prison, and shown the rules and regulations and told the result of non-compliance with them; the rules do not specify the punishment for violations; the Warden and Deputy Warden fix that; the rules are signed by the Inspectors; when a prisoner violates a rule he does not know what punishment will be inflicted for the violation; I

think possibly one or two women have been whipped in the last two years; the whipping is done in a room between the gates; we frequently discussed this matter among us, and we know of no other method of punishment so effectual in preserving discipline as whipping; there is not so much whipping done now as formerly; at present it is only resorted to in extreme cases: I don't notice much difference in the conduct of prisoners in the last two years as compared with former years.

Mr. Downing: State whether or not you have had any horses kept at the penitentiary stables, at the expense of the State, during the last two years?

Mr. Todd: I have not; I have kept some horses there, but always paid for them. Last season I had some six or seven head, which I kept at the old stable. I bought the feed and had them fed myself. This was in May or June. When I made my contract for services, it was agreed that I should keep one horse at the State stable. For about three months in the winter I had no horse there, and in lieu of this, for about six weeks in the spring I kept two horses. I have never kept any horses there, nor has the State ever furnished me any feed, except as here stated.

W. M. TODD.

MARCH 5, 1883.

J. S. SULLIVAN, being duly sworn, testifies as follows: I am a contractor in the Missouri Penitentiary and am engaged in the manufacture of saddle-trees. In ———, 1882, the Inspectors issued an order prohibiting any contractor from having the use of any convict labor on Sunday for any purpose. We tan hides and these hides have to be attended to on Sunday, the same as any other day, on account of the putting in liquors and handling while in the liquors. Saddle-trees, being covered with rawhide on Saturday, have to have the seams rubbed and be put in dry-rooms on Sunday, otherwise they become damaged and have to be sold as second class goods. We have had to lay up, since the Inspectors issued the order, men to the amount of 528 days, at 45 cents a day, which amounts to \$237.60 as a loss to the State. Jacob Straus & Co. inform me, they being tanners, that they have laid up about 300 days since that order, at 45 cents a day, which would be \$135 as a loss to the State. For the convicts we worked on Sunday, we did not work them as convicts hired from the State, but paid the convicts themselves at the rate of 45 cents a day, and they did the work voluntarily. This voluntary labor on Sunday enabled us to work the convicts on Saturday, which we cannot now do. We have more machinery than everybody else in the Penitentiary, and often machinery breaks and sometimes has to be removed from one part of the shop to another, and if not allowed labor to help move it and handle it on Sunday, we would have to lay up part and possibly all of our hands on week days.

J. S. SULLIVAN.

FEBRUARY 14, 1883.

W. B. PALMORE, being duly sworn, testifies as follows: I am a minister of the gospel, and also Chaplain of the penitentiary, which position I have held for three years. I preach in the male department once a week on Sunday at 3 p. m. Generally I preach in the female department at 7 o'clock Sunday evenings, but sometimes we hold prayer meetings, instead. Occasionally we hold prayer meetings in the male department. In the discharge of my duty as Chaplain I am called there frequently. I have been there frequently at meals and find their food good, and they all express themselves to me as well satisfied with both the quality and quantity. I have visited a number of prisons in this country and in the old world, and so far as the food is concerned, I consider that this prison compares very favorably with them. So far as I can ascertain the prisoners are well treated in every respect except the facilities for preaching to and teaching them. I do not think they are treated well in that respect, for the reason that there is no proper place, in my judgment, to teach them. Their interests demands a place where they can be properly preached to and taught, in my judgment. In my judgment a Chaplain should be employed to devote all his time to preaching to them and teaching them. I have charge of the appropriations made by the State for library purposes. It amounted to \$250 per year for 1881 and 1882. I expended it in procuring books which I thought would be suitable for them. I think we have about 3,000 volumes in the library. There is a prisoner who delivers their mail to them, and who also has charge of the library and changes their books. Every cell has a large minion type reference Bible, and there are Testaments and Psalms in very large type for the older ones. I begged outside of the appropriation of the State for library purposes, and have given, myself, about \$350 worth of books within the last eighteen months.

W. B. PALMORE.

FEBRUARY 8, 1883.

W. S. POPE, being duly sworn, testifies as follows: I reside in Jefferson City. I am a lawyer by profession. I came here in the fall of 1874. I am acquainted with J. R. Willis, Warden of the Penitentiary. I have known him since 1873.

Mr. Downing: Do you know of your own knowledge, whether or not, scrap or tainted meat was used in the Penitentiary during the last two years?

Mr. Pope: I do not.

Mr. Downing: Did Mr. Willis, the Warden, ever admit that he did use any such meat to you or anyone in your presence?

Mr. Pope: He did not.

Mr. Downing: Do you know of your own knowledge, whether or not, any bonus was paid by John W. Gordon to Waddy Thompson on any meat contract within the last two years?

Mr. Pope: I do not.

Mr. Dowling: Did John Gordon ever admit in your presence or to you that he had paid a bonus to Waddy Thompson on a meat contract for the Penitentiary?

Mr. Pope: I heard him say at Mr. Thomas' store that he had. I don't know who was present. He stated to me that he had paid him money in connection with the beef contract. I can't say that the word "bonus" was used. I think the conversation was in September, 1882.

Mr. Downing: Do you know of your own knowledge, whether or not, Mr. Willis was interested in this bonus or money consideration that you speak of?

Mr. Pope: I do not.

Mr. McGrath: Do you know of his having been interested in any other money transaction with the contractors?

Mr. Pope: I do not.

Mr. Downing: Do you know of your own knowledge, whether or not, Mr. Willis has permitted the convicts and teams of the Penitentiary to be used on his brother's farm in Callaway county?

Mr. Pope: I do not.

Mr. Downing: Do you know of your own knowledge, whether or not, the State teams were used for hunting expeditions by the Warden's friends?

Mr. Pope: I never saw them out on hunting expeditions.

Mr. Downing: Have you ever heard Mr. Willis admit to you or to any one in your presence that the State's teams were used for such purposes?

Mr. Pope: I never did.

Mr. Downing: Have you visited the Penitentiary in the last two years?

Mr. Pope: I have been there a very few times, but not often.

Mr. Downing: Did you examine any of the beef at the time of the visits you speak of?

Mr. Pope: I didn't examine it, but I thought it was a very good dinner they had. The meat looked good and smelled good and I think it was good meat.

Mr. Downing: Did you write an article to the Globe-Democrat, January 20, 1883?

Mr. Pope: About that time I did.

Mr. Downing: Was what you stated in that article, based upon your own knowledge of the facts or was it street rumor?

Mr. Pope: It was not of my own knowledge nor was it street rumor. It was on my information and belief.

Mr. Downing: From what source did you get your information?

Mr. Pope: From various sources. In regard to the farm in Callaway county. I had heard farmers who lived across the river telling about it.

Mr. Downing: What farmer did you hear speak of it?

Mr. Pope: I don't know that I could give their names. I know their faces and know that they live across the river.

Mr. Downing: Can you give the name of any person who was present at any such conversation?

Mr. Pope: I can't, but have heard it discussed at Mr. John Craven's store, in this city.

Mr. Downing: Can you give the name of any other party who heard these conversations?

Mr. Pope: No; I could not.

Mr. Downing: From what other source did you get information with regard to matters in this letter?

Mr. Pope: On the 3d of September, 1882, I came home from my farm in Miller county, after having been absent more than a month, and the subject of the investigation of the Penitentiary by the Board of Inspectors was being generally discussed in the town. I had never heard up to that time that the Inspectors were making the investigation. When I went home to supper that evening I asked Mr. Walker, the State Auditor, a number of questions in regard to it, some of which he told me was true and some he said was false. I remember asking him in regard to this cut meat question, and he said that was true. I remember asking him about a speech Mr. McIntyre was said to have made before the Board, and he said that wasn't true. I remember asking him if it was true, as stated, that Mr. Chappell was retarding the investigation, and he said it wasn't true. I heard the facts in my letter discussed on the streets frequently and much more than I asked Mr. Walker about and he said was not true.

Mr. Downing: Give me the name of an individual living in town that you heard speak on that day of any of the matters you mention in your letter?

Mr. Pope: John T. Craven.

Mr. Downing: What one of the matters spoken of in your letter did he speak to you about on that day?

Mr. Pope: He told me they had a fuss about the spoilt beef at the prison.

Mr. Downing: Of your own knowledge, do you know of any irregularities on the part of Mr. Willis in his management of the Penitentiary?

Mr. Pope: Yes, sir, I have, but nothing that is a matter of any importance.

W. S. POPE.

FEBRUARY 20, 1883.

WM. MEYERS, being duly sworn testifies as follows:

Since August 10, 1882, I have been book-keeper for A. Priesmeyer, at the Penitentiary. Prior to that time I was book-keeper and collector of the Exchange Bank. Col. Willis would get checks and drafts there, payable to his order, as Warden, to pay for goods bought in St. Louis. Collections against him were made through our bank, but this did not happen often. Checks came back to him sometimes from some of the parties to whom he sent drafts, payable to him as Warden. Sometimes he drew the money, and sometimes he deposited them. Some were from Nave, McCord & Co., of whom I suppose he bought groceries. I can't remember the names of any others, but I think there were some others. These checks from Nave, McCord & Co., I think, came nearly every month. He drew his drafts between the 1st and 7th of each month, and the checks would come from the 1st to the 10th of the month. Sometimes the checks would be for about \$100, and once for about \$300. These checks were placed to the credit of J. R. Willis, Warden. I was there ten years, and during that time he never kept an individual account, except as J. R. Willis, Warden. This was in 1881-2. I noticed these things once and remarked to the cashier that I wondered how it happened. I think there were about three houses that they came from, including Nave, McCord & Co. I may have mentioned this to my father, but do not remember to have mentioned it to anyone else besides him and the cashier. Some of the checks to him were as low as \$100 and I remember one that was about \$300. I suppose the cashier and I have spoke about this several times, but I don't remember how often. I remember checks coming back from Corby & Co., or Fox, Corby & Co., I do not remember which firm. What the cashier and I thought was strange was that he would get checks from the parties and at the same time be sending them checks. Some of these checks were collected by the Warden and were placed to his credit.

WM. MEYERS.

FEBRUARY 7, 1882.

GEO. D. BARNARD, being duly sworn, testifies as follows: I am of the firm of Geo. D. Barnard & Co., stationers. I have met J. R. Willis, Warden of the Penitentiary, but can't say I am personally acquainted with him. He has purchased supplies from us for the Missouri Penitentiary. Since January 1, 1881, he has purchased \$251.80 worth of goods from us. Part of them were mail orders from the Warden, and the remainder mail orders from our traveling men. They were all filled under my direction.

Mr. Downing: In consideration of these purchases or his buying goods of your firm, have you ever given him, individually or otherwise, any rebates, discounts or other consideration whatever?

Mr. Barnard: I have not.

Mr. Downing: Have you ever given anything to anyone in his employ or to any member of his family?

Mr. Barnard: No, sir.

STATEMENT.

ST. LOUIS, MO., February, 16, 1883.

Missouri State Penitentiary, J. R. Willis, Warden, Jefferson City, Mo., to George D. Barnard & Co., Dr.

	CR.	DR.
1879. June 23 ...Merchandise		\$ 31 30
1881. Jan. 3...Merchandise		109 35
Jan. 19....Merchandise		3 50
Sept. 12....Merchandise		27 25
1882. Feb. 16....Merchandise		43 00
Feb. 25....Merchandise ...		43 00
May 12 ...Merchandise		5 00
1883. Jan. 13....Merchandise		20 70
		<u>\$ 283 10</u>
1879. July 11....Cash	\$ 31 30	
1881. Mar. 28....Cash	112 85	
Nov. 22....Cash	27 25	
1882. April 13....Cash	86 00	
June 7....Cash	5 00	
		<u>\$ 232 40</u>
Balance		\$ 20 70

ST. LOUIS, MO., January 13, 1883.

One ten by twelve 500 page Common Sense letter book.....	\$ 2 50
One ten by fourteen 500 page buff letter book.....	1 75
One No. 3 record book.....	3 00
One-half dozen No. 220 indexed memorandum.....	1 50
Twelve dozen No. 2 Faber's pencils.....	7 80
Six dozen No. 150 Eagle pencils.....	75
One-half ream St. Clair note paper.....	90
One-fourth thousand thirteen xx No. 5 envelopes	50
Two dozen nineteen by twenty-four sheets, blotting	2 00
Total.....	\$ 20 70

ST. LOUIS, MO., May 12, 1882.

Two ten by twelve 500 page No. 4994 Common Sense copying books...	\$ 5 00
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ST. LOUIS, MO., February 25, 1883.

One book checks, 45,779.....	\$ 10 00
1,500 revenue stamps on above book.....	43 00
Total.....	\$ 43 00

ST. LOUIS, MO., February 16, 1882.

One register J, 45,651.....	\$ 18 00
One dressing register, 45,650.....	15 00
One index J, K & L, 45,649.....	} 10 00
One index J, K & L, 45,648.....	
Total.....	\$ 43 00

ST. LOUIS, MO., September 12, 1881.

Two dozen quarts Arnold's fluid at \$6.50 per dozen.....	\$ 13 00
One dozen quarts Fr. copying ink.....	12 00
One quart Arnold's copying ink.....	1 00
Boxing and drayage.....	1 25
Total.....	\$ 27 25

ST. LOUIS, MO., January 19, 1881.

Two indexes.....	\$ 3 50
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ST. LOUIS, MO., January 3, 1881.

One med. ledger, 36,712	\$ 12 25
One med. journal, 36,711.....	12 25
One No. 5 cash book, 36,715	7 50
One copy invoice book, 36,716	13 75
One D. one-half bond index.....	2 00
1,500 pages ten by 12 parchment letter book	2 00
One med. pay roll book, 36,713	7 75
One book 1,500 stamps.....	43 00
One No. 5 sales book, 36,714.....	7 50
One cop. one-half bound voweled index.....	75
Boxing and drayage.....	60
Total.....	\$ 109 35

GEO. D. BARNARD.

FEBRUARY 16, 1883.

EDWARD G. CALLAHAN, being duly sworn, testifies as follows: I am Secretary of the Bridge & Beach Manufacturing Company, who make stoves. I am acquainted with J. R. Willis, Warden of the penitentiary, and have furnished supplies to the penitentiary to the amount of about \$500 a year for the past two years. I have never made any remittances of any description to the Warden of the Missouri Penitentiary.

Mr. Downing: In consideration of these purchases, or his buying goods of your firm, have you ever given him individually or otherwise, any discounts, rebates or other consideration whatever, or to any one in his employ or to any member of his family?

Mr. Callahan: We never have. All discounts that were ever allowed were credited on the bills, and the State received the benefit of them.

Mr. McGrath: How were these purchases generally made?

Mr. CALLAHAN: The majority were made by letter.

Mr. McGrath: How were you paid?

Mr. Callahan: The bills were paid by checks in 30 and 60 days. We regarded that as cash payments.

Mr. McGrath: Were your business transactions with the Warden as satisfactory as with your other customers?

Mr. Callahan: Yes, sir.

Mr. McGrath: Were these purchases made with the same care to protect the interest of the State that a business man would his own interest?

Mr. Callahan: Yes, sir. Everything he has bought for himself was paid for individually.

E. G. CALLAHAN, Secretary.

FEBRUARY 17, 1883.

The following is an abstract from our books of our transactions with the penitentiary for the last two years:

STATEMENT OF ACCOUNT FOR 1882.

ST. LOUIS, MO., February 17, 1883.

Missouri State Penitentiary, Jefferson City, Mo., in account with Bridge & Beach Manufacturing Company, Dr.

	CR.	DR.
1882. Jan. 3....To merchandise.....		\$ 40 26
Jan. 14.... merchandise		7 74
Jan. 23.... merchandisd		13 80
Feb. 1.... merchandise		49 08

		CR.	DR.
Mar. 1....	To merchandise		\$ 28 70
Mar. 9....	merchandise		23 65
Mar. 28....	merchandise		4 50
April 12....	merchandise		3 00
May 2....	merchandise		49 82
May 5 ...	merchandise		2 75
June 1....	merchandise		5 74
July 3....	merchandise		51 12
Aug. 16....	merchandise		16 10
Aug. 22....	merchandise		14 69
Sept. 16....	merchandise		14 52
Oct. 4....	merchandise		21 21
Oct. 13....	merchandise		50 58
Oct. 17....	merchandise		14 54
Nov. 6....	merchandise		3 72
Nov. 6....	merchandise		49 94
Nov. 14....	merchandise		30 67
Nov. 22....	merchandise		2 03
Dec. 4....	merchandise		10 82
			<u>\$ 508 98</u>
1882. Feb. 15....	By cash	\$ 61 80	
April 28....	cash	49 08	
June 7....	cash	59 85	
Aug. 9....	cash	52 57	
Oct. 11....	cash	56 86	
Dec. 6....	cash	45 35	
1883. Jan. 10....	cash	183 47	
Total.....	.....		<u>\$ 508 98</u>

ST. LOUIS, MO., December 30, 1881.

		CR.	DR.
1881. Jan. 5....	To merchandise		\$ 81 28
Jan. 18 ...	merchandise		207 86
Mar. 2....	merchandise		27 46
Mar. 9....	merchandise		35
April 23....	merchandise		46 06
April 23....	merchandise		2 70
May 24....	merchandise		21 23
June 2....	merchandise		79 68
July 2....	merchandise		16 58
July 25....	merchandise		51 50
Aug. 1....	merchandise		31 58
Sept. 5....	merchandise		56 48
Sept. 8....	merchandise		3 50
Sept. 16....	merchandise		57 50
Oct. 13....	merchandise		15 27
Oct. 20....	merchandise		31 79
Oct. 20....	merchandise		135 68
Oct. 26....	merchandise		27 04
Oct. 28....	merchandise		16 04
Nov. 9....	merchandise		23 02
Nov. 11....	merchandise		5 52
Nov. 14....	merchandise		1 89
Nov. 22....	merchandise		2 56
Nov. 22....	merchandise		1 26
Nov. 25....	merchandise		32 24
Dec. 2 ..	merchandise		41 45
Dec. 7	merchandise		17 80
			<u>\$ 1,035 33</u>

		CR.	DR.
1881. Mar. 28....	By cash	\$ 289 14	
April 29....	cash	27 81	
June 4....	cash	2 70	
June 13....	cash	67 30	
July 13....	cash	79 68	
Aug. 9....	cash	68 08	
Nov. 10 ...	merchandise	12 04	
Dec. 1....	cash	149 06	
1882. Jan. 12....	cash	197 74	
Feb. 14....	cash	141 78	
			\$ 1,035 33

W. S. BASCOM, being duly sworn, testifies as follows: I am book-keeper for Geo. K. Hopkins & Co. I have been in their employ about four years.

Mr. McGrath: Do you know of the business carried on between that house and the Warden of the Missouri Penitentiary?

Mr. Bascom: I only know of the business through the books. This book produced here is the ledger of our firm. The account with the Missouri Penitentiary is in my writing. I am also cashier of the house. No money could be sent to Mr. Willis without my knowledge and I know none was ever sent. There is no entry on any of my books showing that any money was ever paid to the Missouri Penitentiary or to Mr. Willis.

W. S. BASCOM.

FEBRUARY 16, 1883.

JOHN GANTER, being duly sworn, testifies as follows: I am assistant secretary of the Missouri Glass Co., and have had charge of the books for about seven years. I am also what mercantile houses call the credit man. I know Jas. R. Willis, Warden of the Missouri Penitentiary. We have had dealings with Col. Willis in furnishing supplies for the Penitentiary. I have a memorandum of the accounts with the prison with me. The extent of his purchases range from \$10 to \$85, and amount to about \$600 in the past two years. These purchases are made on 60 days time. The orders usually came by mail, but sometimes the Colonel came in person. We allowed no discounts on the goods purchased.

Mr. McGrath: If any discounts were made on these purchases, would you know it?

Mr. Ganter: Yes, sir, I would.

Mr. McGrath: Is this a correct abstract from your books?

Mr. Ganter: Yes, sir, and it shows all the transactions we have had with the Warden in two years.

Mr. McGrath: Did your house ever give to Col. Willis any money or other valuable thing in consideration for the purchases made of you.

Mr. Ganter: No, sir.

Mr. McGrath: Or to any relative or employe?

Mr. Ganter: No, sir.

Mr. McGrath: If these goods were purchased for cash, how much discount would you allow on the bill?

Mr. Ganter: Five per cent.

MR. J. R. WILLIS, WARDEN, JEFFERSON CITY, MO., IN ACCOUNT WITH
MISSOURI GLASS COMPANY.

ST. LOUIS, MO., February 16, 1883.

		CR.	DR.
1881. Jan. 5....	To merchandise		\$ 28 50
Jan. 21....	merchandise		29 40
Feb. 2 ...	merchandise		6 25
Feb. 14....	merchandise		13 75
Mar. 2....	merchandise		49 75
April 8....	merchandise		27 65
July 12....	merchandise		37 05
Aug. 3 ...	merchandise		33 30
Sept. 2....	merchandise		14 35
Oct. 3....	merchandise		25 35
Oct. 26....	merchandise		22 50
Nov. 4....	merchandise		37 55
Dec. 2....	merchandise		47 90
Dec. 8....	merchandise		31 16
1882. Jan. 4....	merchandise		25 20
Feb. 1....	merchandise		37 90

		CR	DR.
Mar. 1....	merchandise		\$ 44 18
April. 4....	merchandise		35 75
June 1....	merchandise		35 70
May 3....	merchandise		25 15
July 1....	merchandise		28 60
May 4....	merchandise		46 40
Sept. 2....	merchandise		20 25
			<u>\$ 613 29</u>
1881. Mar. 28....	By cash	\$ 57 90	
April 1....	cash	20 00	
April 29....	cash	49 75	
June 4....	cash	27 65	
Ang. 9....	cash	37 05	
Oct. 18....	merchandise	10 85	
Dec. 1....	cash	84 65	
1882. Feb. 14....	cash	85 45	
Feb. 15....	cash	25 20	
April 13....	cash	37 90	
April 15....	cash	31 16	
June 7....	cash	44 18	
July 7....	cash	35 75	
Aug. 9....	cash	25 15	
Sept. 11....	cash	35 70	
Oct. 11....	cash	75 00	
Nov. 10....	cash	20 25	
Total.....	.....		<u>\$ 613 29</u>

JOHN GANTER.

FEBRUARY 16, 1883.

N. O. NELSON, being duly sworn, testifies as follows: I am of the firm of N. O. Nelson & Co., and our business is machinery and steam and water supplies. I know Col. Willis, Warden of the Missouri Penitentiary. Our house has been doing business with him for the last two years. The nature of it is some steam pipe and fittings and some plumbing goods. The extent of our transactions were about \$400.

Mr. McGrath: Have you ever given to Col. Willis, or any one for him, in money or any other article of value, in consideration of his doing business with your house?

Mr. Nelson: I have not.

Mr. McGrath: Or to any relative, employe, or any one of the firm?

Mr. Nelson: No, sir. His purchases were made by Col. Willis, both in person and by mail orders.

Mr. McGrath: In selling these goods, did you sell by the list price or the usual discounts that belong to the trade?

Mr. Nelson: By the discounts.

Mr. McGrath: Do those discounts appear on the bills?

Mr. Nelson: Yes, sir.

Mr. McGrath: Did you ever make any purchase from the penitentiary?

Mr. Nelson: No, sir.

Mr. McGrath: How were your accounts paid?

Mr. Nelson: By checks drawn on St. Louis by the Exchange Bank, of Jefferson City.

Mr. McGrath: Did you ever have any other money transactions with Mr. Willis?

Mr. Nelson: No, sir.

Mr. McGrath: Are your books here?

Mr. Nelson: Yes, sir. They are here subject to the examination of the Committee.

N. O. NELSON.

FEBRUARY 16, 1883.

JOHN W. GUNN, being duly sworn, testifies as follows: I am of the firm of Goddard, Peck & Co., wholesale grocery merchants. I have the same opportunity to know of the business transactions of the firm as any other member of it. I know Jas. R. Willis, Warden of the penitentiary. We have sold him goods for the penitentiary. Our goods are billed to the Missouri penitentiary. We sell him about \$500 worth of goods a month. These accounts are settled in thirty days. Payments, I think, are made by draft.

Mr. Krauthoff: Did you or any member of your firm ever make any purchase of Mr. Willis as Warden?

Mr. Gunn: No, sir.

Mr. Krauthoff: Have you or any member of the firm of Goddard, Peck & Co., or any person in their employ, or by their direction, ever at any time, paid to Col. Willis or any member of his family or any one in his employ, any rebate or other consideration by reason of any purchase made by him of said firm?

Mr. Gunn: Not to my knowledge.

Mr. Krauthoff: Could it be done without your knowledge?

Mr. Gunn: I don't think it could.

Mr. Krauthoff: How long has the firm of Goddard, Peck & Co. been in business?

Mr. Gunn: Four years last January.

Mr. Krauthoff: When did you commence selling Mr. Willis goods?

Mr. Gunn: About twelve months ago.

Mr. Krauthoff: Since when have you been connected with Goddard, Peck & Co.?

Mr. Gunn: Since the 1st of February, 1882, as a member of the firm. I sell Col. Willis a good many of the goods, and Mr. Peck sells him part of them. I have not made any remittances to Mr. Willis, nor has the firm to my knowledge.

JOHN W. GUNN.

FEBRUARY 16, 1883.

JOHNSTON BEGGS, being duly sworn, testifies as follow: I am of the firm of Smith, Beggs & Ranken, in the machine business. I know Jas. R. Willis, Warden of the Penitentiary. We have had a great deal of business with him. We sold him a 150-horse-power Corliss engine and a small engine, several elevators and the water works, which we reorganized and refitted, and several lines of shafting with the pulleys, hangings and accompaniments. The following abstract from our books will show the extent of that business. which amounts to \$10,921.82. Our principal transaction with Mr. Willis was to furnish him a Corliss engine with the necessary power and regularity of motion as would drive all the machinery for the different industries carried on in the Penitentiary. This was an engine of peculiar construction, and for which we made him a specification of its character, an estimate of its cost and also a guarantee that it would accomplish all that we claimed for it. Mr. Willis had this proposition of ours under consideration from six to nine months before ordering the same, and we furnished it to him for \$500 below what we would sell it to any other party. Our reason for so doing was because of its being in a public institution, which we believed would redound to our interest more than that amount of money expended in newspaper advertising. I never gave to Mr. Willis or any one in his employ or any member of his family any money or other article of value in consideration of his making purchases of us. I consider him as honest a man as I ever met in my life. On the other purchases Mr. Willis exercised the same care and judg-

ment that any other individual would in his own interest. These transactions were all on a cash basis, and paid according to our agreement and contract. Our business relations with him have always been of a most satisfactory character. We have found him a straight-forward, honest business man.

MISSOURI STATE PENITENTIARY BOUGHT OF SMITH, BEGGS & RANKIN
MACHINE COMPANY, ST. LOUIS, MO.

1880. Nov. 26....	1 boiler, etc.....	\$ 635 50
Dec. 10....	1 Carless engine	3,500 00
1881. Jan. 5....	1 screw elevator.....	400 00
Jan. 8....	Shaft-hangers	444 81
Jan. 18....	Shaft-couplings	227 25
Feb. 21....	Shafting	153 00
Feb. 28....	Pulleys	396 72
Mar. 31....	Shafting and hangers	87 53
April 6....	Pulleys	36 45
June 8....	Shafting, etc.....	132 30
June 10....	1 steam pump.....	400 00
June 16 ...	Pulleys	31 44
July 16....	Shafting	11 42
Aug. 12....	Shafting and hangers.....	115 28
Aug. 22....	Cash freight paid on scrap iron.....	28 00
Aug. 27....	Cash freight paid on scrap iron.....	134 40
Aug. 29....	1 steam pump.....	200 00
Aug. 31....	1 Allen governor	75 00
Sept. 3....	Cash paid for hauling scrap iron.....	15 20
Sept. 17....	1 12x20 stationery engine, etc.....	1,000 00
....	1 steam pump.....	200 00
Sept. 28....	Shafting-couplings, etc.....	103 80
Dec. 15....	Shafting-couplings, etc.....	126 60
Dec. 28....	Shafting-couplings, etc.....	63 50
1882. Feb. 9....	Shafting-couplings, etc.....	121 24
Mar. 20....	Grate bars.....	168 00
April 19....	Pipes, etc., for water works	1,078 08
June 16....	Shafting-couplings, etc.....	134 70

June 28....	Shafting-couplings, etc.....	\$ 212 99
July 15....	1 shaft and fly-wheel.....	110 23
....	Sundries, repairs.....	57 28
Total.....	.....	\$10,921 82

JOHNSTON BEGGS.

FEBRUARY 17, 1883.

EDWARD KUPFERLE, being duly sworn, testifies as follows: I am one of the proprietors in the firm of Kupferle Bros. Manufacturing Co. I am acquainted with J. R. Willis, Warden of the Penitentiary, and have furnished some supplies to the amount of about \$250 on his order for the Penitentiary. The account was kept with the Missouri Penitentiary. Some of these sales were made by me personally and some by our salesmen. I have never made any remittances to him.

Mr. Downing: In consideration of these purchases, or his buying goods of your firm, have you ever given him individually or otherwise, any rebates, discounts, or other consideration whatever?

Mr. Kupferle: No, sir.

Mr. Downing: Or did you ever give to any one in his employ or to any member of his family any consideration whatever?

Mr. Kupferle: No, sir.

MISSOURI STATE PENITENTIARY, BOUGHT OF KUPFERLE BROS.

ST. LOUIS, February 16, 1883.

		DR.	CR.
1881. June 18....	To merchandise.....	\$47 00	
July 21....	By cash.....		\$47 00
Nov. 10....	To merchandise.....	54 45	
Nov. 22....	By cash.....		54 45
1882. Jan. 4....	To merchandise.....	9 00	
Jan. 31....	By discount.....		12 24
Jan. 17....	To merchandise.....	94 92	
Feb. 14....	By cash.....		9 05

		Cr.	Dr.
Jan. 19....	To merchandise.....	\$ 9 05	
March 24...	By cash.....		\$ 91 68
	Total	\$214 42	\$214 42
1883. Jan. 1.....	To merchandise.....	\$23 90	
Jan. 4.....	To merchandise.....	10 00	
	Balance due.....		\$33 90

EDWARD KUPFERLE.

FEBRUARY 16, 1883.

ANTHONY C. DUNLEVY, being duly sworn, testifies as follows: I am engaged in the sheet iron, copper and galvanized iron business. I am acquainted with J. R. Willis, Warden of the Penitentiary. He has purchased supplies for the Penitentiary from our firm to the amount of about \$400 within the past two years. We have never made any purchases from him or remittances to him. These goods were sold by me personally, one order being given by Mr. Willis in person and the rest written orders from Jefferson City.

Mr. Downing: In consideration of these purchases of your firm, have you ever given him individually or otherwise, any rebate or other consideration whatever?

Mr. Dunlevy: None whatever. I considered Mr. Willis a close buyer and always gave him bottom rates and never made him a present or gave him any rebate of any kind. Nor did I ever give anything to any one in his employ or to any member of his family.

ANTHONY C. DUNLEVY.

FEBRUARY 16, 1883.

MORRIS. J. LIPPMAN, being duly sworn, testifies as follows: I am a manufacturer of iron and dealer in manufactured iron and wagonmakers' supplies. I am a member of the firm of Graff, Bennett & Co. I know Jas. R. Willis, Warden of the Penitentiary. He has bought supplies of our firm for the Penitentiary, perhaps \$2,000 for the last two years. His bills during that time scarcely ever exceeded \$100. The account was kept with Jas. R. Willis, Warden, and sometimes were paid every month and sometimes in six weeks or two months. Our terms are sixty days, and they were always paid within that time. The remittances were made by draft from the Exchange Bank. Duplicate vouchers accompanied the draft which were signed and

returned. I never made any remittance to him. This could not have been done by any one in my employ without my knowledge. Mr. Willis at no time gave me the slightest intimation that he wanted any rebate, and never said anything about it.

Mr. Krauthoff: Did you or anyone in your employ, or by your direction or with your knowledge, ever at any time give to Mr. Willis, or to any member of his family, or to anyone in his employ, any rebate or other consideration by reason of his purchase of goods of your firm?

Mr. Lippman: No, sir; never did, nor could it have been done by any one in my employ without my knowledge; at one time we purchased a lot of woodwork from him, I think; if we did, it was credited to the account of the State; we never kept an account with Mr. Willis personally; our books are at your disposal, if you wish to examine them, and I will furnish you every possible facility for so doing.

MORRIS J. LIPPMAN.

FEBRUARY 16, 1883.

JOS. F. WANGLER, being duly sworn, testifies as follows: I am a manufacturer of steam boilers. My firm is composed of no one but myself. I am acquainted with Jas. R. Willis, Warden of the Penitentiary, and have had dealings with the Penitentiary, through him. I have done considerable business with him, to the amount of about \$5,000. These transactions and purchases have been made through me.

Mr. Downing: In consideration of these purchases or his buying goods of you for the Penitentiary, have you ever given him, individually or otherwise, any rebate or other consideration whatever?

Mr. Wangler: No, sir; I never gave him a cent nor a cent's worth of anything.

Mr. Downing: In consideration of these transactions, have you ever given anything to anyone in his employ or any member of his family, or suffered the same to be done by any one in your employ?

Mr. Wangler: No, sir.

Mr. McGrath: Did Mr. Willis receive a proposition from you for the work to be done when it was for any considerable amount?

Mr. Wangler: Yes, sir.

Mr. McGrath: Is that the usual way for transacting your business?

Mr. Wangler: Yes, sir; we had to compete with other parties for the work, and the lowest bidder got it.

Mr. McGrath: Was your proposition in the nature of a specification as to the character of the work?

Mr. Wangler: Yes, sir.

Mr. McGrath: What was the principal character of the work you did for him?

Mr. Wangler: Making a battery of boilers and changing the boiler system at the prison; also those large water tanks on top of the Centennial building.

Mr McGrath: Did you ever buy anything from the Penitentiary?

Mr. Wangler: No, sir.

Mr. McGrath: Did you ever send any checks for money to the Warden?

Mr. Wangler: No, sir.

JOS. F. WANGLER.

FEBRUARY 16, 1883.

GEO. K. HOPKINS, being duly sworn, testifies as follows: I am a wholesale druggist in this city, St. Louis. I am acquainted with Jas. R. Willis, Warden of the Penitentiary. He has ordered supplies from our store for the penitentiary. The orders were entered and filled as is the case with all orders received, but were not under my special supervision. I have here my general ledger showing the account with the Missouri Penitentiary. I have had no personal account with Mr. Willis. These orders are signed by J. R. Willis as Warden. The purchases from September 1st, 1881, to the present time amount to about \$2,400 or \$2,500.

Mr. Downing: In consideration of these purchases, or his buying goods of your firm, have you ever given him any rebates or other consideration whatever?

Mr. Hopkins: No, sir.

Mr. Downing: Could such a thing have been done without your knowledge?

Mr. Hopkins: It could not.

Mr. Downing: In consideration of these purchases, have you ever given anything to any one in his employ, or to any member of his family or suffered the same to be done by any one in your employ?

Mr. Hopkins: No, sir.

GEO. K. HOPKINS & CO.

FEBRUARY 16, 1883.

JOHN J. DALY, being duly sworn, testifies as follows: I am engaged in the stationery and printing business. I am acquainted with Jas. R. Willis, Warden of the penitentiary. He has at various times purchased supplies of paper and books of me, and has had some printing done. The amount is not very large, and amount to \$40 or \$50 at a time. These purchases have generally been made on orders sent direct to the house, and have been filled under my supervision.

Mr. Downing: In consideration of these purchases, or his buying goods from your firm, have you ever given him any rebate or other consideration whatever.

Mr. Daly: Never, sir.

Mr. Downing: In consideration of these purchases, have you ever given anything to any one in his employ or to any member of his family?

Mr. Daly: Never, sir.

Mr. Downing: Did you ever have anyone do so for you?

Mr. Daly: Never, sir.

JOHN J. DALY.

FEBRUARY 16, 1883.

W. P. HOWARD, being duly sworn, testifies as follows: I am of the firm of W. P. Howard & Co., commission merchants. I know Jas. R. Willis, Warden of the Penitentiary. Have known him since about 1868. Have been doing business with him for the past two years, furnishing supplies for the Penitentiary. I have not sold him a dollar's worth in two years. We buy for him on commission. We fill orders for wool, meat, beans, potatoes and broom-corn. The meat was dry salt shoulders. My charges on these purchases were $2\frac{1}{2}$ per cent. I regard Mr. Willis as a man not only competent, but also as careful in making his purchases for the best interest of the State, as any business man from my experience who has had orders filled through our house. The purchases made through our house have mainly been paid in from thirty to sixty days. We charge interest from the date of invoice at the rate of 8 per cent. per annum until paid. My business relations with the Warden have been equally as satisfactory as those with any business man. I have never given Mr. Willis, or any member of his family, or any employe or any one for him, any money or article of value in consideration of his making purchases through our house, nor has anyone done so for me.

W. P. HOWARD.

FEBRUARY 17, 1883.

F. E. UDELL, being duly sworn, testified as follows: I am of the firm Udell, Schmieding & Co., dealers in wholesale wooden and willow-ware. I am acquainted with J. R. Willis, Warden of the Penitentiary. He has purchased supplies of us for the Penitentiary. I have a statement of our transactions with the prison for 1881. When the State run the broom factory, we handled the greater part of its product, and sold them much of the supplies for the factory. We have never given Col. Willis any rebate, discounts or valuable consideration whatever in consideration for buying supplies from us. All these business transactions were done with me individually. These supplies were chiefly for the broom factory, and we handled the product of the factory. I don't think we ever sent Mr. Willis a check. Our transaction were settled every month by note due in sixty days, which were settled in the bank here. Col. Willis never asked us to give him anything in his life, nor ever intimated, when he bought anything, that he did not expect to be

charged with it. During the year 1881, the account of the Penitentiary against us each month exceeded our account against the prison. The items "cash" in the account represent the amount of the goods sold by us to the Penitentiary. We deducted the amount of our account from theirs the first of each month and gave our note for the balance, due the prison, payable in sixty days. We never gave him credit for any item of merchandise that he didn't furnish. The 1st of January, 1882, the broom factory was taken charge of by the Excelsior Broom Co., and since that time our dealings with the Penitentiary have been less than \$50. We always found Mr. Willis a very prompt business man. The aggregate amount of our purchases of the Penitentiary during the year 1881 was about \$32,500. The amount of supplies purchased of us by the Warden for the Penitentiary was \$6,650. When Col. Willis bought anything of us for himself it was charged to him as an individual, and he paid the account as an individual.

STATEMENT.

ST. LOUIS, February 17, 1883.

Missouri Penitentiary in account with Udell, Schmieding & Co.

		CR.	DR.
1881. Jan. 31....	By merchandise account.....		\$2,449 96
Feb. 7....	To balance from 1880.....	\$ 402 20	
Feb. 10....	Cash.....	571 06	
Feb. 10....	Bills payable	1,476 70	
		\$2,449 96	\$2,449 96
Feb. 3....	By merchandise account.....		\$2,561 00
Mar. 5....	To bills payable.....	\$2,314 60	
Mar. 11....	Cash.....	246 40	
		\$2,561 00	\$2,561 00
Mar. 31....	By merchandise		\$3,281 81
April 7....	To bills payable.....	\$2,295 77	
April 5....	Cash.....	986 04	
		\$3,281 81	\$3,281 81
April 30....	By merchandise		\$2,657 67
April 30....	To	\$ 1 86	
May 10....	Bills payable.....	2,270 94	
May 31....	Cash.....	384 87	
		\$2,657 67	\$2,657 67
May 31....	By merchandise		\$3,048 97
June 7....	To bills payable.....	\$2,450 07	
June 15....	Cash.....	596 53	
June 21....	Merchandise	2 37	
		\$3,048 97	\$3,048 97

		Cr.	Dr.
June 30....	By merchandise		\$3,325 13
July 12....	To bills payable.....	\$2,991 33	
July 30....	Cash.....	330 96	
July 30....	Merchandise	2 84	
		\$3,325 13	\$3,325 13
July 31....	By merchandise		\$2,739 15
Aug. 5....	To bills payable.....	\$1,995 11	
Aug. 12....	Cash	744 04	
		\$2,739 15	\$2,739 15
Aug. 31....	By merchandise		\$3,511 40
Sept. 1....	To bills payable.....	\$3,174 04	
Sept. 12....	Cash	337 36	
		\$3,511 40	\$3,511 40
Sept. 30....	By merchandise		\$3,085 40
Sept. 27....	To bills payable.....	\$3,000 00	
Oct. 19....	Cash	85 40	
		\$3,085 40	\$3,085 40
Oct. 31....	By merchandise		\$4,528 88
Nov. 1....	To bills payable.....	\$3,000 00	
Nov. 9....	Cash	362 63	
Nov. 16....	“	1,165 07	
Dec. 31....	Merchandise	1 18	
		\$4,528 88	\$4,528 88
Nov. 15....	By merchandise		\$1,628 03
Dec. 6....	To bills payable.....	\$782 16	
Dec. 6....	Cash	845 87	
		\$1,628 03	\$1,628 03

F. E. UDELL.

FEBRUARY 17, 1883.

B. HORTON, being duly sworn, testifies as follows: I am of the firm of B. Horton & Co., manufacturers of stoves, grates and mantles. I know J. R. Willis, Warden of the Penitentiary; have known him about two years; have sold him grates, mantles and sheet-iron for the Penitentiary. I have here copies of the bills sold to the Warden. I have never given Mr. Willis, or any employe or member of his family, any money or other article of value in consideration of his buying goods of us.

J. R. WILLIS, IN ACCOUNT WITH B. HORTON & CO.

ST. LOUIS, February 17, 1883.

		CR.	DR.
1880. Oct. 28....	To merchandise, as per bill rendered..		\$ 2 25
Nov. 9....	“ “ “ ..		13 02
1881. Aug. 19....	“ “ “ ..		39 10
Sept. 12 ...	“ “ “ ..		83 50
Sept. 27....	“ “ “ ..		45 00
Nov. 1....	“ “ “ ..		28 96
Nov. 7....	“ “ “ ..		5 30
Nov. 21....	“ “ “ ..		35 09
			<u>\$252 22</u>
1880. Nov. 16....	By error in grate.	\$ 1 52	
Nov. 29....	Cash.....	2 25	
1883. Feb. 16....	“	11 50	
Nov. 22....	“	39 10	
Dec. 8....	“	197 85	
			<u>\$252 22</u>

ST. LOUIS, February 17, 1883.

		CR.	DR.
1882. Nov. 13....	To merchandise, as per bill rendered..		\$10 10
Nov. 28....	“ “ “ ..		9 61
			<u>\$19 71</u>
Nov. 28....	By cash.....	\$10 10	
1883. Feb. 10....	goods returned.....	9 61	
			<u>\$19 71</u>

FEBRUARY 17, 1883.

B. HORTON.

C. W. S. COBB, being duly sworn, testifies as follows; I am of the firm of Goetz & Cobb. I know J. R. Willis, Warden of the Penitentiary. Have sold him supplies for the Penitentiary. The account herewith shows all dealings with him.

We never gave Mr. Willis or any one in his employ, or any member of his family any money or other consideration by reason of his purchasing supplies from us.

MR. JAS. R. WILLIS, WARDEN, JEFFERSON CITY, MO., IN ACCOUNT
WITH GOETZ & COBB.

		DR.	CR.
1881. May 21.....	350 bu. Gl. lime, at 18c, No. 2547..		\$63 00
June 20.....	350 bu. Gl. lime, at 20c, 2582..		70 00
July 8.....	350 bu. Gl. lime, at 20c, 2522..		70 00
July 20.....	350 bu. Gl. lime, at 20c, 2549..		70 00
August 12....	25 bls. L. cement, at \$1.15		28 75
August 23....	350 bu. Gl. lime, at 22c, 2523..		77 00
October 12...	350 bu. Gl. lime, at 22c, 2528..		77 00
			<u>\$455 75</u>
1881. June 15.....	By cash.....	\$63 00	
July 21.....	By cash.	70 00	
September 19.	By cash.....	175 75	
Nov. 22.....	By cash.....	147 00	
		<u>\$455 75</u>	<u>\$455 75</u>

C. W. S. COBB.

FEBRUARY 17, 1883.

J. F. IMBS, being duly sworn, testifies as follows: I am a merchant miller. I am acquainted with Jas. R. Willis, Warden of the Penitentiary, and have furnished him at three different times supplies for the Penitentiary, as appears from the bills herewith submitted as part of my testimony.

Mr. Downing: In consideration of these purchases, or his buying goods of your firm, have you ever given him, individually or otherwise, any rebates, discounts or other consideration whatever?

Mr. Imbs: Never. Nor any member of his family nor any one in his employ.

Mr. McGrath: How did Mr. Willis make these purchases?

Mr. Imbs: In the regular way on 'Change. He bought the goods with the same care for the interest of the State that any other business man would to his own interest, and we found Mr. Willis as complete an expert in the purchases of these goods as any of our other customers; in fact, more so. Our business with him has been on a cash basis, and our dealings with him in every particular as satisfactory as with any of our customers. We found him as well posted in the current prices of flour as the general run of our customers.

MISSOURI STATE PENITENTIARY IN ACCOUNT WITH J. F. IMBS & CO.

ST. LOUIS, FEBRUARY 17, 1883.

		DR.	CR.
1881. August 5...	To merchandise.....	\$344 95	
Nov. 22....	To merchandise.....	684 80	
1882. Jan. 28....	To interest.....	6 84	
Aug. 1....	To merchandise.....	225 00	
1881. Aug. 10....	By cash.....		\$344 95
1882. Jan. 28....	By cash.....		691 54
Oct. 11....	By cash.....		225 00
		\$1,261 59	\$1,261 59

ST. LOUIS, AUGUST 5th, 1881.

I. & S. L., 480 4-sacks star flour, at 87½c.....	\$420 00
6255 less freight.....	82 80
	\$337 20
One barrel bouquet patent flour.....	7 75
	\$344 95

ST. LOUIS, NOVEMBER 22d, 1881.

640 49-pound sacks star flour, at \$1.25.....	\$800 00
Less freight.....	115 20
	<hr/> \$684 80

AUGUST 1st, 1882.

50 barrels Our Choice flour, at \$4.50.....	\$225 00
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J. F. IMBS.

FEBRUARY 17, 1883.

JOHN W. HARRISON, being duly sworn, testifies as follows: I am of the firm of Shickle, Harrison & Howard Iron Co.; I herewith submit an abstract of all our transactions with the Warden of the Penitentiary; we never gave the Warden or any one in his employ or any member of his family any money, or other article of value in consideration of his making purchases of us; our business relations with the Warden have always been as satisfactory as with any other of our customers.

MISSOURI STATE PENITENTIARY, BOUGHT OF SHICKLE, HARRISON &
HOWARD IRON CO.

ST. LOUIS, February 17, 1883.

1881. Oct. 4.....	To merchandise—sales book of 1881—folio 297..	\$78 00
Oct. 14.....	“ “ “ “ 309..	385 00
Dec. 13-14.....	“ “ 1881-2 “ 48..	1,126 55
1882. Jan. 23.....	“ “ “ “ 103..	12 48
Mar. 3-27.....	“ “ “ “ 138..	102 00
Mar. 3-27.....	“ “ “ “ 146..	33 90
May 11.....	“ “ “ “ 222..	8 60
Oct. 2-25.....	“ “ 1882-3 “ 5..	16 70
		<hr/> \$1,763 23

JOHN W. HARRISON.

FEBRUARY 17, 1883.

A. A. MELLIER, being duly sworn, testifies as follows: "I am a wholesale druggist. I am acquainted with Jas. R. Willis, Warden of the Missouri Penitentiary. He has made some purchases from me for the Penitentiary, but they were small ones. These purchases were made by order, which were filled under my direction. In consideration of these purchases, I have never given him any rebate, or to any one in his employ, or to any member of his family."

Mr. McGrath: Why did he leave off purchasing from your house?

Mr. Mellier: Because of personal friendship for a young man who was formerly in my employ but who has taken an interest in another house. Mr. Willis has almost entirely ceased to trade with me. From my experience in dealing with Col. Willis, I have no reason to believe that it was for any other consideration than that of friendship. In selling goods to the Warden we always sold at wholesale prices. He bought as cheap from our house as any body else could buy who bought in such quantities.

A. A. MELLIER.

FEBRUARY 16, 1883.

E. ARGO, being duly sworn, testifies as follows: I am secretary of the Laclede Fire Brick Co. I came in response to a subpoena issued for Mr. T. T. Green, who is not there now. I have as good facilities for knowing of the business of the company as he had, and better. I know Col. Willis, Warden of the Penitentiary.

Mr. McGrath: What business transactions have you had with the Penitentiary, and what was the extent of them?

Mr. Argo: Mr. Willis has bought sewer pipe and fire brick from our concern. During the year 1880 and 1881, he bought \$1,108.59 worth of sewer pipe and fire brick of that class of us, which we shipped to him to the Penitentiary at Jefferson City. This is the full extent of our business relations within that time.

Mr. McGrath: What discounts do you allow off of your list price.

Mr. Argo: The discounts vary according to the size and character of the goods. In making out our bills we charge the list price and deduct the discount, all of which appears on the bills.

Mr. Grath: Did you have any business transactions with the Warden other than those shown by this abstract?

Mr. Argo: No, sir.

Mr. McGrath: Did you ever give to the Warden money or any article of value in consideration of his doing business with your firm?

Mr. Argo: We did not.

Mr. McGrath: Or to any other person for him?

Mr. Argo: No, sir.

Mr. McGrath: Did any member of your firm do so?

Mr. Argo: No, sir.

Mr. McGrath: Could this be done without your knowledge?

Mr. Argo: It could not and show on the records of the firm.

Mr. McGrath: How were you paid for those goods?

Mr. Argo: By sight draft.

Mr. McGrath: In what time?

Mr. Argo: I think they were all paid for within 60 days; the price was paid in cash and the goods were sold as low as we could sell to any one.

J. R. WILLIS. BOUGHT OF LACLEDE FIRE BRICK MANUFACTURING CO.

ST. LOUIS, February 16, 1883.

		Dr.	Cr.
1880. March 3....	To merchandise as per bill rendered....	\$100 00	
Oct. 27....	" " " "	139 50	
Dec. 6....	" " " "	15 00	
1881. Feb. 17....	" " " "	30 00	
Mar. 16....	" " " "	30 00	
Mar. 21....	" " " "	58 80	
June 11....	" " " "	125 00	
July 8 ...	" " " "	126 50	
July 22....	" " " "	3 50	
July 26 ...	" " " "	2 40	
July 28....	" " " "	300 00	
Aug. 6....	" " " "	1 64	
Aug. 12....	" " " "	75	
Aug. 18....	" " " "	40	
Aug. 25....	" " " "	144 00	
Sept. 24....	" " " "	31 10	
Mar. 17....	By cash.....		\$100 00
Nov. 30....	cash.....		139 50
Jan. 25....	cash.....		15 00
April 15....	cash.....		118 80
July 26....	merchandise returned.....		2 40

		CR.	DR.
July 21....	By cash.....		\$ 125 00
Sept. 1....	freight.....		30 00
Sept. 20....	cash.....		546 79
Nov. 22....	cash.....		31 10
		\$1,108 59	\$1,108 59

E. ARGO.

FEBRUARY 16, 1883.

SAMUEL R. NEWSOM, being duly sworn, testifies as follows: I am in the wholesale grocery business with the firm of Green, Lockwood & Co. Have been with them since the first of February, 1882. Prior to that time I was principal manager of Nave & McCord. They quit business January 1, 1882. They were in the wholesale grocery business in this city. I know Col. Willis, Warden of the Penitentiary. He purchased supplies for the Penitentiary from Nave & McCord. His purchases in 1881, amounted to about \$750 a month. I sold him all the goods myself, every dollars worth he bought in the house during that time. There were never any remittances made by the firm of Nave & McCord to Jas. R. Willis as Warden or individually. We purchased brooms of Mr. Willis. When he paid his accounts, he was credited with the account for the brooms and paid the balance. I am satisfied they never sent him a check. This could have been done without my knowledge, but I don't think it is probable.

Mr. Krauthoff: So far as you know, did any member of the firm of Nave & McCord or any person in their employ or by their direction ever give to Mr. Willis or any member of his family or any person in his employ, any rebate or other consideration by reason of any purchases made by him of said firm?

Mr. Newsom: No, sir.

Mr. Krauthoff: If such had been done would you have known it?

Mr. Newsom: I would most certainly have known it.

Mr. Krauthoff: Was there ever at any time paid to Mr. Willis any greater or other amount for the goods purchased of him, than that at which they were billed?

Mr. Newsom: No, sir. Our sales to the Penitentiary always exceeded our purchases of them. Nave & McCord had two business houses in St. Joe, one under the firm name of Nave, McCord & Co., and the other C. D.

Smith & Co. Also one at Kansas City, the firm being, McCord, Nave & Co. The Nave, McCord & Co. house at St. Joe, bought brooms from the Warden. I don't think Mr. Willis bought any goods of them. The goods bought by the St. Joe house were not credited on the account of purchases made here. The St. Joe house did their own buying and selling. Whatever goods they bought of the Penitentiary they remitted for themselves. We never sent him any checks or made any remittances from the St. Louis house. The St. Joe house probably did send him some checks in payment for their purchases. The business of the St. Joe house and the St. Louis house were kept entirely separate. Mr. Willis made his purchases from us in person. Our goods have always been sold for 30 days or one per cent. off for cash.

Mr. McGrath: Have you brought an abstract from your books of your account with the Warden?

Mr. Newsom: No, sir.

Mr. McGrath: Why have you not?

Mr. Newsom: Because I have none of their books in my possession, because the firm went out of business in January, 1882, being succeeded by Green, Lockwood & Co. Mr. Nave settled up the affairs of the firm himself. Neither he nor any member of the firm is in the city, and the books of the old firm are not in our possession. Mr. Willis is not trading with our house. The account of Nave, McCord & Co., was kept with the Missouri Penitentiary, and the goods were marked that way. All purchases made by him were charged to that account and all purchases made of him were credited to it. In our dealing with the Warden we regarded him as competent to purchase goods, and he made the purchases with the same care for the interest of the State that a merchant would to his own interest. He always got the bottom prices. Our business relations have been as satisfactory with him as with any of our customers.

SAMUEL R. NEWSOM.

FEBRUARY 17, 1883.

W. A. HARGADINE, being duly sworn, testifies as follows: I am of the firm of Crow, Hargadine & Co., wholesale dry goods merchants.

Mr. McGrath: Do you know J. R. Willis, Warden of the Penitentiary?

Mr. Hargadine: Yes.

Mr. McGrath: Have you had any business transactions with him?

Mr. Hargadine: My firm has had business transactions with Jas. R. Willis, Warden from June 3, 1878, to the present time.

Mr. McGrath: State the value of these transactions?

Mr. Hargadine: The following abstract will show the extent of our dealings from January 1, 1881:

MR. J. R. WILLIS, WARDEN, IN ACCOUNT WITH CROW, HARGA-
DINE & CO.

			CR.	DR.
1881. Jan. 4....	To merchandise, 60.....			\$296 46
Feb. 1....	“			371 20
Mar. 3....	“			159 07
Mar. 8....	“			2 60
April 2....	“			483 71
May 4....	“			292 77
May 11....	“			195 82
June 3....	“			493 54
July 2....	“			296 98
July 5....	bill Singer Manufacturing Co.....			3 00
Aug. 2....	merchandise, 60.....			264 86
Aug. 2....	“			159 25
Aug. 2....	bill Singer Manufacturing Co.....			2 25
Sept. 3....	merchandise, 60.....			301 38
Sept. 3....	bill Libby & Williams.....			3 60
Sept. 15....	merchandise, 60.....			32 97
Sept. 19....	“			122 50
Sept. 21....	“			6 83
Sept. 26....	“			80
Oct. 12....	“ 90.....			963 00
Oct. 22....	“			19 50
Nov. 1....	“ 60.....			760 53
Nov. 8....	“			537 92
Nov. 14....	“			42 00
Nov. 15....	“			122 92
Nov. 17....	“			425 84
Nov. 26 ...	“			298 08
Dec. 5....	“			686 56
Dec. 13....	“			532 43

		CR.	DR.
	Dec. 15.... To merchandise.....		\$ 696 75
	Dec. 29.... ".....		32 40
	Dec. 31.... ".....		286 23
1882.	Jan. 3.... ".....		304 61
	Feb. 1.... bill Simmons Hardware Co.....		12 00
	Feb. 1.... merchandise, 60.....		544 41
	Mar. 1.... ".....		245 89
	Mar. 8.... ".....		167 50
	May 2.... ".....		256 46
	June 2.... ".....		446 09
	June 24.... ".....		205 55
	June 26.... ".....		20 21
	July 3.... ".....		141 83
	Aug. 2.... ".....		421 60
	Sept. 5.... ".....		44 56
	Oct. 5.... ".....		300 15
	Oct. 11.... ".....		1 00
	Oct. 12.... paid postage.....		26
	Nov. 2.... merchandise, 60.....		396 80
	Nov. 10.... ".....		161 44
	Nov. 27.... ".....		152 06
	Dec. 7.... " from January 1....		778 32
	Dec. 30.... ".....		706 90
1883.	Jan. 2.... ".....		151 35
	Jan. 13.... ".....		139 58
	Feb. 1.... ".....		117 69
	Feb. 6.... ".....		18 00
	Feb. 9.... ".....		159 00
	Feb. 9.... ".....		2 00
			<u>\$14,789 01</u>

		Cr.	Dr.
1881. Mar. 28....	By cash	\$296 46	
April 1....	“	371 20	
April 29....	“	161 67	
June 4....	“	483 71	
June 13....	“	488 59	
July 13....	“	493 54	
Aug. 9....	“	299 98	
Dec. 1....	“	894 44	
Dec. 31....	merchandise, all'd on rej. stripes.	56 48	
1882. Jan. 12....	cash	982 50	
Mar. 15....	note, due April 5, 1882.....	2,817 38	
April 28....	cash	1,852 41	
July 6....	“	969 80	
Aug. 3....	md'se (1 p. awning border, ret'd, 44, at 13c.)	5 72	
Aug. 9....	cash	256 46	
Sept. 9....	md'se } 1 p. ticking ret'd, \$7.31. } } 1 doz. h'dk'fs, “ \$3. }	10 31	
Oct. 12....	“ (1 lb. Belding tailor twist, returned	8 50	
Nov. 10....	cash	813 68	
Nov. 8....	md'se (1 bale Or nab'g, returned, 1263, at 8,)	101 08	
Dec. 6....	cash	450 13	
1883. Jan. 10....	“	901 87	
Feb. 8....	md'se (24 yards shirt studding, re- turned, at 75c.)	18 00	
			\$12,733 91
	Balance due us		\$2,055 10

Mr. Downing: How were these purchases made?

Mr. Hargadine: These purchases were chiefly made by Mr. Willis in person. We never made any remittances to Mr. Willis nor allowed him any discounts nor any rebates nor any commissions on purchases made by him personally or by order. We have never given him any valuable consid-

eration or to any one in his employ or to any member of his family, or suffered the same to be done by any one in our employ, and it could not be done without our knowledge, nor we don't allow any such transactions.

Mr. McGrath: Were the goods that you have sold to the Warden such goods as are sold at a list price with a certain discount off?

Mr. Hargadine: The bills rendered at the time of purchase will show the whole transaction and correspond with the books. When we sold anything on which there was a discount, it was entered on the bills and the State reaped the benefit.

Mr. McGrath: How have you been paid for those purchases?

Mr. Hargadine: We have regarded our sales to the Warden as cash transactions?

Mr. McGrath: Did you regard Mr. Willis to exercise the same care in making purchases for the State as a prudent business man would do for himself?

Mr. Hargadine: Yes, sir; and further, he is the most careful and particular man who has ever been in our house, holding a public trust.

Mr. McGrath: What do you mean by cash transactions as mentioned above?

Mr. Hargadine: Cash transactions are bills paid in ten days.

Mr. McGrath: Then, your accounts with the Warden are what you call open accounts?

Mr. Hargadine: Yes, sir.

W. A. HARGADINE.

FEBRUARY 17, 1883.

EDWARD C. SIMMONS, being duly sworn, testifies as follows: I am president of the Simmons Hardware Co., and am engaged in the hardware business. I have known Jas. R. Willis, Warden of the Penitentiary, for five or ten years. He has purchased supplies for the Penitentiary at our house. He has purchased probably \$1,000 from us in two years. They have been made largely by mail orders and partly through our Secretary.

Mr. Downing: In consideration of these purchases or his buying goods of your firm, have you ever given him, individually or otherwise, any rebates, discounts or other consideration whatever?

Mr. Simmons: No, sir. Nothing whatever.

Mr. Downing: In consideration of these purchases, have you ever given anything to anyone in his employ or to any member of his family?

Mr. Simmons: Nothing.

Mr. Downing: Did any one in your employ or by your direction ever do so?

Mr. Simmons: No, sir.

Mr. Downing: State whether or not any rebates or discounts were ever allowed on bills purchased by him for the State?

Mr. Simmons: We have allowed him the same discounts that we allow other customers, which discounts appear on the bills and for the benefit of the State.

Mr. Downing: Were any discounts ever allowed him in any case where the State did not receive the benefit of such discount?

Mr. Simmons: No, sir.

Mr. McGrath: From your business relations with Mr. Willis, do you regard him as a fair business man?

Mr. Simmons: Yes, sir; he is as close a buyer as the average of our customers.

Mr. McGrath: How have you been paid for those goods?

Mr. Simmons: Within thirty and sixty days; if paid within ten days we would have given a discount of 2 per cent. on the 60-day bills; we conduct a large retail business in connection with our wholesale business, and Mr. Willis, when making purchases, has frequently gone into the retail department and bought some little things, which he always paid for out of his own pocket; many of our wholesale customers make these retail purchases, and many of them ask that they be not charged to them, but Mr. Willis has never done so; this has been prominently brought to our attention that he has always avoided this thing.

EDWARD C. SIMMONS.

FEBRUARY 16, 1883.

LEWIS M. RUMSEY, being duly sworn, testifies as follows: I am President of the L. M. Rumsey Manufacturing Co., and engage in manufacturing and merchandising; I am acquainted with Jas. R. Willis, Warden of the Penitentiary and have furnished supplies to the Penitentiary; I herewith submit a transcript of my books from the time Mr. Willis commenced dealing with us to the present time; the account was kept with the Missouri Penitentiary; Mr. Willis usually made his purchases in person, sometimes buying from me and sometimes from my employes; he generally looked all around town before purchasing and is a very close buyer; sometimes the purchases were made by mail orders; I have never made any remittances to Mr. Willis by draft or otherwise; we never had an account with Mr. Willis except as shown on these abstracts; we never paid him any commissions on any bills purchased of us; if we have ever allowed him any rebate or discount the abstract will show it; some of our goods are sold by list prices with a certain discount off, all of which is shown on the bills and consequently accrues to the benefit of the State; we have never made Mr. Willis, or any of his family, or any one in his employ any present to the value of a

cent in consideration of his making purchases of us; the only inducement he had to buy goods of us was that we sold him goods as cheap as anyone else; he came to our house of his own accord and the only inducement he could have was as herein above stated.

Mr. McGrath: Did Mr. Willis purchase goods with the same care to protect the interest of the State that a prudent business man would to protect his own interest?

Mr. Rumsey: Mr. Willis, in his purchases, always seemed to be posted in the price of goods; I never knew him to order any article, in making a bill of goods, until a price had been established to his satisfaction and he used more than usual care and judgment in the purchase of his goods, both as regards quality and price, to the minutest detail.

Mr. McGrath: Did anyone in your employ give Mr. Willis any money or present in consideration of these purchases?

Mr. Rumsey: No, sir.

Mr. McGrath: Could this be done without your knowledge?

Mr. Rumsey: No, sir; our business relations with Mr. Willis have been very satisfactory.

MISSOURI STATE PENITENTIARY JEFFERSON CITY, MO., IN ACCOUNT
WITH L. M. RUMSEY MANUFACTURING COMPANY, ST. LOUIS,
MO., (No. 1.)

		CR.	DR.
1880. Nov. 19....	To merchandise.....		\$ 33 74
Dec. 20....	"		114 97
1881. Jan. 14....	"		72 61
Jan. 25....	"		33 04
Feb. 1....	"		12 67
Feb. 3....	"		6 98
Feb. 7....	"		7 09
Feb. 12....	"		39 07
May 2....	"		4 22
May 18....	"		323 30
May 21....	"		36 42
May 23 ...	"		10 50
May 25....	"		55 32
May 28....	"		58 65

		Cr	Dr.
June 1....	“		\$ 1 00
June 1....	“		2 72
June 7....	“		7 80
June 9....	“		104 78
June 10....	“		17 83
June 11....	“		3 70
June 15....	“		14 55
June 16....	“		2 60
June 17....	“		2 60
June 24....	“		2 90
June 23....	“		16 11
July 15....	“		44 96
July 22....	“		38 65
Aug. 10....	“		73 79
			<u>\$ 1,142 57</u>
1881. Jan. 10....	By cash.....	\$ 33 74	
April 15....	“	286 43	
June 13....	“	96 07	
June 23....	“	393 34	
June 24....	“	14 55	
July 21 ...	“	153 24	
Aug. 9....	“	7 80	
Aug. 22 ...	merchandise	47 60	
Sept. 20....	cash	109 80	
Total.....	.....		<u>\$ 1,142 57</u>

Missouri State Penitentiary Jefferson City, Mo., in account with L. M. Rumsey
Manufacturing Company, St. Louis, Mo., (No. 2.)

		CR.	DR.
1881. Sept. 2....	To merchandise.....		\$ 1 35
Sept. 8....	"		14 95
Sept. 12....	"		28 34
Oct. 11....	"		10 75
Oct. 27....	"		116 78
Nov. 25....	"		8 25
Dec. 5....	"		5 00
Dec. 6....	"		12 75
Dec. 8....	"		4 50
Dec. 10....	"		73 13
Dec. 23....	"		212 65
Dec. 24....	"		8 44
Dec. 31....	"		5 95
1882. Jan. 7 ...	"		53 00
Jan. 28....	"		6 06
Feb. 4....	"		21 64
Mar. 6....	"		5 50
Mar. 15....	"		2 81
Mar. 17....	"		5 50
Mar. 28....	"		47 32
Mar. 30....	"		12 45
Mar. 31....	"		1 20
April 4....	"		13 85
April 8....	"		51 14
April 10....	"		18 67
April 12....	"		80 68
April 13....	"		2 50
April 14....	"		79 91
April 15....	"		2 50

		CR.	DR.
1882. April 17....	To merchandise.....		\$ 8 80
April 25....	“		4 50
April 26....	“		24
April 27 ...	“		25
April 28....	“		1 60
May 12....	“		10 80
May 16....	“		12 50
May 20....	“		3 50
May 24....	“		43 55
June 2....	“		4 35
June 3....	“		260 50
June 9....	“		129 29
June 13....	“		29 21
June 15....	“		37 67
June 16....	“		46 65
June 28....	“		78 25
June 26 ...	“		2 63
July 7....	“		5 70
Aug. 19....	“		6 00
			<u>\$ 1,607 96</u>
1881. Sept. 20....	By cash.....	\$ 16 30	
Nov. 22....	“	127 53	
1882. Jan. 11....	“	304 98	
Jan. 19....	“	28 34	
Jan. 24....	merchandise.....	7 42	
Mar. 27....	“	4 00	
Mar. 30....	cash.....	4 31	
May 13....	merchandise.....	4 50	
June 7....	cash.....	157 00	
July 7....	“	258 54	
July 24....	merchandise.....	77 20	

		CR.	DR.
1882. Aug. 5....	To merchandise.....	\$ 25	
Aug. 9 ...	cash	70 35	
Oct. 11....	"	24 44	
Oct. 11 ...	"	522 80	
			\$ 1,607 96

Missouri State Penitentiary Jefferson City, Mo., in account with L. M. Rumsey
Manufacturing Company, St. Louis, Mo., (No. 3.)

		CR.	DR.
1882. Oct. 21....	To merchandise.....		\$ 15 55
Oct. 28....	"		33 35
Nov. 10....	"		11 27
Nov. 15....	"		192 25
Nov. 17....	"		19 10
Nov. 21....	"		7 68
Dec. 7 ...	"		113 83
Dec. 15....	"		11 93
Dec. 30....	"		14 05
			\$ 419 01
1883. Jan. 5....	By merchandise	\$ 4 00	
Balance.....	.....		\$ 415 01

L. M. RUMSEY.

FEBRUARY 17, 1883.

LACLEDE J. HOWARD, being duly sworn, testifies as follows: I am of the firm of Evans & Howard, and engage in the manufacture of fire-brick, clay pipe, etc.; I am business manager in the city; I have seen Jas. R. Willis, Warden of the Penitentiary, but am not personally acquainted with

him; he has purchased supplies from our house; I have here a memoranda of his transactions with us from 1880 to the present time, it being an abstract from our books; our business amounts to \$671.20, as shown by the abstract, which I make as part of my testimony: I never gaveto the Warden or to any-one in his employ, or to any member of his family, any money or other valuable consideration by reason of his purchases from us; the goods purchased from us were purchased with the same care as any other business man would purchase them, and we sold to him from our list price with the usual discounts, as will appear from our bills rendered at the time of the transactions, such discounts going to the benefit of the State.

MISSOURI PENITENTIARY, J. R. WILLIS, WARDEN, IN ACCOUNT WITH
EVANS & HOWARD FIRE BRICK CO.

		Dr.	Cr.
1880. Jan. 10....	1 barrel D. M. fire clay.....	\$3 00	
Mar. 17....	Paid cash.....		\$3.00
1881. Nov. 28....	150 ps. 12-inch sewer pipe, at \$1.50..	225 00	
Nov. 28....	12 ps. 6x12 Y. junction, at \$3.00...	36 00	
Nov. 28....	12 ps. 6-inch curve, at \$1.00.....	12 00	
Nov. 28....	Credit by 65 per cent. off, \$273.00.....		177 45
Nov. 28....	12 barrels D. M. fire clay, \$2.50.....	30 00	
Nov. 28....	3,500 No. 1 square fire brick, at \$23.00	80 50	
Nov. 30 ...	1 ps. 6x6 T. junction.....	1 20	
Nov. 30....	Credit by 65 per cent. off \$1.20.....		78
Nov. 30....	150 ps. 6-inch sewer pipe, at 60c.....	90 00	
Nov. 30....	25 ps. 4-inch sewer pipe, at 40c.....	10 00	
Nov. 30....	6 ps. 6-inch sewer curves, at \$1.00	6 00	
Nov. 30....	5 ps. 4-inch sewer curves, at 60c.....	3 00	
Nov. 30....	Credit by 65 per cent. off \$109.00.....		70 85
1882. Jan. 11....	Paid cash.....		244 62
Mar. 3....	125 ps. 6-inch sewer pipe, at 60c.....	75 00	
Mar. 3....	4 ps. 6x6 Tee junction, at \$1.20....	4 80	
Mar. 3....	Credit by 65 per cent. off \$79.80.....		51 85
Mar. 24....	35 ps. 42-inch sewer pipe, at \$1.50..	52 50	
Mar. 24....	Credit by 65 per cent. off \$52.50.....		34 10

		Dr.	Cr.
April 28....	Paid cash.....		\$ 46 35
June 20....	25 ps. 6-inch sewer pipe, at 60c....	\$ 15 00	
June 20.. .	1 ps. 6-inch curve.....	1 00	
June 20....	Credit by 65 per cent. off \$16.00.....		10 40
July 7....	25 ps. 6-inch sewer pipe, at 60c....	15 00	
July 7....	6 ps. 6-inch Tees, at \$1.20.....	7 20	
July 7....	4 ps. 6-inch curves, at \$1.00.....	4 00	
July 7....	Credit by 65 per cent. off \$26.20.....		17 03
June 28....	Paid cash.....		5 60
Aug. 9....	Paid cash.....		9 17
		\$671 20	\$671 20

LACLEDE J. HOWARD.

FEBRUARY 17, 1883.

H. L. Fox, being duly sworn, testifies as follows: I am a member of the firm of H. L. Fox & Co., and engage in general manufacturing and manufacturing supplies; have been in business here about fourteen years; I am acquainted with Jas. R. Willis, Warden of the Penitentiary; have known him about nine years; we have furnished him with a great many supplies during the last two years; have made shipments to him nearly every month, our accounts sometimes running up to \$300 or \$400 a month and sometimes but \$40 to \$50 a month.

Mr. Downing: In consideration of these purchases, or his buying goods of you, have you ever given him any rebate or other consideration whatever?

Mr. Fox: None whatever; all of his purchases have been made through me.

Mr. Downing: In consideration of these purchase, have you ever given anything to anyone in his employ or any member of his family?

Mr. Fox: I have never given any consideration of any kind for Mr. Willis' purchases or any one else.

Mr. Downing: Did you ever have anyone to do so for you?

Mr. Fox: No, sir; I have known Mr. Willis intimately in a business sense for ten years and have had business with him as Warden for six years, and I have always found him a straight, forward and honest business man

and I regard the management of the Penitentiary under his charge as being an exceptionally successful one; I say that now, as a business man and possessing myself a very intimate knowledge of the business affairs of the Missouri Penitentiary, having at one time been the manager of the leasing company of that institution, I regard the management of that institution, to make it a self-supporting one in any sense, and to be run at no cost to the State, as a gigantic undertaking for any man and any man who would accomplish that result, I would regard him as a business man of extraordinary ability.

Mr. Britts: Have your accounts been kept with Mr. Willis personally?

Mr. Fox: No, sir, with the Missouri Penitentiary.

Mr. Downing: Have you sent Mr. Willis, Warden of the Penitentiary, any checks for money within the last two years?

Mr. Fox: I think not; we have bought heavy railroad brooms from the Penitentiary and this account might have been larger than ours at some time and a check sent him by us, in payment of the balance, but I don't remember any such instance; to the best of my recollection, the balance of the account was always in my favor, as the abstract hereto attached will show:

MISSOURI STATE PENITENTIARY, IN ACCOUNT WITH H. L. FOX & CO.

FEBRUARY 17, 1883.

DR.			
1881. March 1..	To balance as per statement rendered.		\$170 26
Mar. 1-30..	merchandise as per bills rendered..		35 98
April 1-30..	" " ..		789 77
May 1-30..	" " ..		718 74
June 1-30..	" " ..		890 29
July 1-30..	" " ..		166 25
Aug. 1-30..	" " ..		158 55
Sept. 1-30..	" " ..		4 77
Oct. 1-30..	" " ..		2 92
Nov. 1-30..	" " ..		211 39
Dec. 1-30..	" " ..		283 36
1882. Jan. 17..	" " ..		18 70
Feb. 23..	" " ..		149 46
Mar. 1-23..	" " ..		140 89
April 1-24..	" " ..		388 38

Dr.—Continued.				
1882.	May 15-29..	To merchandise as per bill rendered..	\$ 55 38	
	June 15-29..	“ “ “ ..	206 74	
	July 15-29..	“ “ “ ..	40	
	July 15-29..	“ “ “ ..	115 33	
	Aug. 2-26..	“ “ “ ..	738 42	
	Sept. 2-23..	“ “ “ ..	109 75	
	Oct. 3-30..	“ “ “ ..	21 23	
1883.	Jan. 13..	“ “ “ ..	13 90	
				\$5,390 86
Cr.				
Mar.	1-3..	By merchandise as per your bills.....	\$82 90	
April	14..	cash	206 24	
April	30..	merchandise	80 24	
April	30..	merchandise	65 89	
May	30..	merchandise	53 50	
May	30..	merchandise	80 25	
May	30..	merchandise	1 00	
June	11..	cash	117 48	
June	11..	cash	229 12	
June	20..	cash	789 77	
July	13..	cash	43 34	
July	21..	cash	209 40	
Aug.	9..	cash	737 47	
Sept.	20..	cash	74 69	
Nov.	14..	merchandise	5 55	
Nov.	30..	merchandise	267 35	
Dec.	30..	merchandise	5 72	
1882.	Jan. 10..	cash	323 53	
	Feb. 15..	cash	18 40	
	Mar. 23..	cash	138 66	
	April 29..	merchandise	30 78	
	May 1..	merchandise	30	

CR —Continued.				
1882.	June	7..	By cash	\$ 185 32
	July	7..	cash	382 81
	July	31..	merchandise	24 00
	Aug.	9..	cash	55 38
	Oct.	1..	merchandise	53 00
	Oct.	14..	cash	758 75
	Nov.	9..	cash	298 47
	Dec.	11..	cash	35 67
	Dec.	11..	merchandise	75
				<u>\$5,355 73</u>
1883.	Feb.	1..	To balance due.....	\$35 13

H. L. FOX.

JESSE W. HENRY, being duly sworn, testifies as follows: "I am in the grocery business, and have been engaged in it about a year; I am acquainted with Jas. R. Willis, Warden of the Penitentiary.

Mr. Downing: State whether or not Jas. R. Willis, Warden, has purchased any supplies from you for the Penitentiary?

Mr. Henry: Yes. It will average about \$100 a month.

Mr. Downing: In consideration of these purchases, or his buying goods of you, have you ever given him any rebate or other consideration whatever?

Mr. Henry: I have not.

Mr. Downing: In consideration of these purchases, have you ever given anything to any one in his employ, or to any member of his family?

Mr. Henry: I have not.

Mr. Downing: Did you ever have any one else to do it for you?

Mr. Henry: No sir.

JESSE W. HENRY.

FEBRUARY 14, 1883.

G. H. DULLE, being duly sworn, testifies as follows; "I am in the milling and flour business.

Mr. Downing: State whether or not Jas. R. Willis has purchased from you any supplies for the penitentiary?

Mr. Dulle: Yes, sir; he buys nearly all of his flour from us; this amounts to 48 or 50 barrels a month; last year I sold him some hay.

Mr. Downing: In consideration of these purchases, or his buying goods of you, have you ever given him or his family any rebate or other consideration whatever?

Mr. Dulle: Never a nickle sir, nor nothing.

Mr. Downing: Do you know of anyone in your employ ever giving him anything for you?

Mr. Dulle: No sir.

G. H. DULLE.

FEBRUARY 14, 1883.

JOHN T. CRAVEN, being duly sworn, and examined, says: "I am engaged in the grocery business in this city; I read W. S. Pope's article in the Globe-Democrat of date January 20, 1883; I never gave W. S. Pope any of the information contained in this letter; I never knew of any irregularities on the part of Mr. Willis in his management of the penitentiary, and I never at any time told Mr. Pope that there was any irregularities of any description whatever; I never told him at any time that they were using any cut meat or tainted meat there, and I have only heard of such things through Mr. Pope; I never heard any farmer in my store tell anything about the Warden permitting the State teams to be used on his brother's farm in Callaway county, in the presence of Mr. Pope or any one else.

Mr. Downing: State whether or not Mr. Willis has purchased any supplies from you for the Penitentiary within the past two years?

Mr. Craven: He has, to the extent of \$2,570.85.

Mr. Downing: In consideration of these purchases, or his buying goods of you, have you ever given him any discount, rebate or other consideration whatever.

Mr. Craven: I never have.

Mr. Downing: Or have you ever given anything to any member of his family or to any one in his employ?

Mr. Craven: I have given Mrs. Willis on one occasion a box of strawberries, and on another a turkey for Thanksgiving; I do this with all of my good customers.

Mr. Downing: Have you ever given anything else other than the articles mentioned in your last answer?

Mr. Craven: No, sir.

JOHN T. CRAVEN.

FEBRUARY 20, 1883.

P. H. RILEY, being duly sworn, testifies as follows: I reside here and have lived here since 1865; I am acquainted with Jas. R. Willis, the Warden; have known him since Gov. Woodson's inauguration.

Mr. Downing: State whether or not, you have furnished Jas. R. Willis, the Warden of the Penitentiary, any clothing, of any kind or description

for the use of the Penitentiary or the convicts therein within the last two years?

Mr. Riley: I furnished, some time within the last 6 or 8 months, some six or seven suits of second handed clothing for which I received \$60.

Mr. Downing: Was the clothing referred to in your last answer furnished by you or ordered through you from some other place?

Mr. Riley: I furnished them myself on order of Mr. Willis.

Mr. Downing: Did you have any arrangement of any kind with the Warden by which the profits or commissions on these goods were to be divided between yourself and the Warden?

Mr. Riley: No, sir, never; I don't know that Mr. Willis ever spoke to me about them; I never gave him any rebate or any consideration whatever.

Mr. McGrath: Did you ever have any conversation with anyone pertaining to matters now under investigation before this committee?

Mr. Riley: I never had.

Mr. McGrath: Your business is that of merchant tailor?

Mr. Riley: Yes, sir.

Mr. McGrath: Have you ever heard any conversation of any kind regarding this matter?

Mr. Riley: No, sir.

Mr. McGrath: Have you ever had directly or indirectly any business connections or dealings with the Warden on any other matters besides clothing for the Penitentiary?

Mr. Riley: Never, sir.

P. H. RILEY.

JANUARY 25, 1883.

Mr. Riley returned and stated that at one time he furnished a \$35 suit of clothes for a convict who had been a book-keeper at the Penitentiary; he received a warrant from the State Auditor in payment for them.

NICK E. MILLER, being duly sworn, testifies as follows: "I am book-keeper in the Exchange Bank and was formerly cashier; I am acquainted with Jas. R. Willis, Warden of the Penitentiary; have known him probably 10 years; he does his banking business with the Exchange Bank; his account was kept as Warden; he has never kept an individual account; I know Wm. Meyers; he was collector while I was cashier and kept one set of books.

Mr. McGrath: Did you ever have any conversation with him, regarding checks which came to your bank from parties with whom the Warden was doing business.

Mr. Miller: No sir, I don't remember any special conversation at all.

Mr. McGrath: Do you remember at any time his calling your attention to small checks amounting to from \$100 to \$300; being returned to the Warden from parties to whom he had sent drafts.

Mr. Miller: No sir, I do not; we have handled any number of checks for Mr. Willis, varying from \$20 to \$1,000; but I do not know on what they were predicated; they went to his account as Warden; sometimes he cashed them; there was never any suspicious circumstances connected with any check I have handled for Mr. Willis.

Mr. McGrath: Do you remember having a conversation with Mr. Meyers in which you both mutually expressed wonder and surprise that Mr. Willis should be receiving checks from St. Louis or elsewhere, from parties from whom he had been purchasing goods.

Mr. Miller: No, I don't remember any conversation of that kind.

Mr. McGrath: Will your bank books show all transactions with the Warden for the past two years.

Mr. Miller: Yes sir, at least they will show all deposits and checks.

Mr. McGrath: Do you think the pass book of Mr. Willis would show more completely the transactions than the books of the bank.

Mr. Millea: It would, inasmuch as it would show the separate items of each deposit; I have not noticed any irregularity in the management of the financial affairs of the prison by Mr. Willis, and so far as I know he is a square, straight forward business man; I have no recollection of ever having received any check from him at which I expressed surprise; I know of no instance when Mr. Willis received any checks from parties to whom he had sent drafts; I have no means of knowing to whom Mr. Willis does send drafts, as they are all made payable to J. R. Willis, Warden.

Mr. McGrath: How long have you known Meyers.

Mr. Miller: I have known him since he was a boy.

Mr. McGrath: What is his reputation for truth and veracity.

Mr. Miller: I have found him ordinarily truthful in everything; the officers of the bank all had confidence in him; he did his work faithfully and well and there was never any complaint at all.

Mr. McGrath: Was his opportunity of acquiring knowledge of these things equal or superior to yours.

Mr. Miller: No sir, they were not equal to mine; I regard him as a young man of very high prejudice and I don't think he had any great personal admiration of Mr. Willis; I know at one time his father and Mr. Willis had a misunderstanding that prejudiced young Meyers against Mr. Willis; whether that would influence his testimony in any matter where Mr. Willis was concerned or not, I do not know.

NICK E. MILLER.



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